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MORTGAGES

UPON THE

Missouri, Kansas and Texas Railway.

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UNION PACIFIC RAILWAY COMPANY,
SOUTHERN BRANCH.

FIRST MORTGAGE,

NOVEMBER 14, 1868.

THIS INDENTURE, made at Junction City, Davis County, Parties.
State of Kansas, on the 14th day of November, A. D., 1868,
between the UNION PACIFIC RAILWAY COMPANY, SOUTHERN
BRANCH, a corporation duly and legally incorporated by and
under the laws of the State of Kansas, parties of the first part,
and RUSSELL SAGE and N. A. COWDREY, both citizens of the
City and County of New York, parties of the second part,

Witnesseth : That Whereas, the said Railway Company are Preamble.
desirous of building, equipping and operating a railroad from
Junction City, Davis County, Kansas, southerly, *via* Council
Grove, Emporia, Burlington and Neosho Falls, to the State line :

And Whereas, in aid thereof, the Congress of the United Congressional Land
States have granted to the State of Kansas ten sections of Grant.
land, 640 acres each, for each mile of railroad built, as more
fully appears by reference to the Act of Congress relating
thereto :

And Whereas, the State of Kansas has accepted said grant Land Grant by State
from Congress, and regranted the same to the party of the of Kansas.
first part, for the purpose of aiding in the construction of said
railroad :

And Whereas, to carry into effect the desire of said Railroad Bonds for \$4,250,000.
Company to build, equip and operate said railroad, it is neces-
sary for them to borrow the sum of \$4,250,000, and for that
purpose, and in evidence thereof, to make and issue bonds, in
sums of \$1,000 each in manner and form as herein below set
forth; and to secure the payment thereof, to mortgage their
entire property, real and personal, and also [all] their franchises
applicable to the railroad, between the points above named; to
which end the said Railway Company have consented to make,
issue and negotiate the sum of four millions, two hundred and

fifty thousand dollars, evidenced by bonds, as herein below set forth.

Series of Bonds from
1 to 4250.

Which bonds, now to be issued hereunder, are numbered 1 to 4,250, all of which are duly and legally made and delivered by said UNION PACIFIC RAILWAY COMPANY, SOUTHERN BRANCH, and are in the form following, viz. :

UNITED STATES OF AMERICA,

STATE OF KANSAS.

Form of Bond.

UNION PACIFIC RAILWAY COMPANY, SOUTHERN
BRANCH.

No. ———

\$1,000.

Six per cent —
Gold — Principal
and Interest.

Know all Men by these Presents, That the UNION PACIFIC RAILWAY COMPANY, SOUTHERN BRANCH, are indebted to Russell Sage and N. A. Cowdrey, or bearer, in the sum of One Thousand Dollars, which they promise to pay to the bearer thereof, in the gold coin of the United States of America, on the first day of January, A. D., 1899, at their office or agency in the City of New York with interest thereon from the first day of January, A. D., 1869, at the rate of six per centum per annum, payable semi-annually in said gold coin, at their office or agency in the City of New York, on the first day of January and July in each year, on the presentation and surrender of the annexed coupons as they severally become due; and in case of the non-payment of interest for six months, then, without demand or notice, the principal of this bond shall become due and payable, in the manner and with the effect provided in the deed of trust given to secure the payment of this bond.

Default for Six
Months.

Redemption of Bond.

The makers of this bond reserve the right to themselves and to their successors, to redeem or pay this bond at their option, upon giving the notice provided in the deed of trust, at one hundred and twenty per centum, and the accrued interest thereon.

Conversion of Bond
into Stock.

The holder of this bond is entitled, at any time within ten days after any dividend shall be declared and become payable upon the capital stock, to convert the principal thereof into the stock of said Railway Company at par, receiving stock therefor dollar for dollar, upon the surrender of this bond with the unpaid coupons attached.

Additional Bonds
for other Extensions,
viz: to Fort Gibson,
Fort Smith and Red
River.

This bond is one of a series amounting to \$4,250,000, but in the event of said Railway Company extending their Railroad from the Kansas State line to Fort Gibson, and acquiring the lands donated to aid in the construction thereof, then this issue of bonds may be increased \$2,250,000; and if extended the same as above from Fort Gibson to Fort Smith, then this issue

of bonds may be increased \$1,600,000; and if extended from Fort Gibson to the Red River, the same as above, then this issue of bonds may be increased \$4,000,000, all of which bonds are or are to be executed and delivered in conformity with the laws of Kansas, and the vote and resolution of the Board of Directors of said Railway Company, the makers thereof.

The bearer hereof is entitled to all the security derived from a mortgage or deed of trust of even date herewith, executed and delivered to Russell Sage and N. A. Cowdrey, Trustees, conveying the line of Railroad and its equipment from Junction City, Davis County, Kansas, southerly to the State line, about 170 miles: and also about 1,300,000 acres of land granted by Congress to aid in building said Railroad: the proceeds of the sales of said lands are to be a sinking fund for the payment of the principal and interest of said bonds.

Bond secured by
Mortgage of Road,
Land Grant and
Sinking Fund.

This bond shall not be valid or obligatory until it shall have been authenticated by a certificate indorsed hereon, duly signed by both Trustees, or their or his successor or successors, and is issued, received, and held subject to the terms and conditions contained in said mortgage or trust deed.

In Witness Whereof, the said UNION PACIFIC RAILWAY COMPANY, SOUTHERN BRANCH have caused their corporate name and seal to be hereto affixed by their President and Secretary, on the 14th day of November, A. D., 1868.

UNION PACIFIC RAILWAY COMPANY, SOUTHERN BRANCH,

By _____ President.

_____ Secretary.

(Printed on back of Bond.)

\$1,000 GOLD BOND, No. _____.

UNION PACIFIC RAILWAY COMPANY, SOUTHERN
BRANCH.

Indorsement on
Bond.

 First mortgage on railroad at \$16,000 per mile, and on or about 1,300,000 acres of land.

[Interest first of January and July.]

SIX PER CENT IN GOLD.

BOND CONVERTIBLE INTO STOCK.

Bonds receivable at par in payment for lands at minimum price.

This is to Certify, that the within bond is included in a mortgage to us, dated November 14th, A. D., 1868, in trust

Trustees' Certificate.

to secure the payment of \$4,250,000, purporting to be a first mortgage on about 1,300,000 acres of land, and a first mortgage of \$16,000 per mile on the line of Railroad from Junction City, Davis County, Kansas, southerly to the Kansas State line, about 170 miles; and if the Railroad Company extend their road to Fort Gibson, about 90 miles, and acquire the lands donated by the United States to aid said extension, then the mortgage indebtedness may be increased \$2,250,000; and if extended in the same way from Fort Gibson to Fort Smith, about 70 miles, then it may be increased \$1,600,000; and if extended in the same way from Fort Gibson to the Red River, about 160 miles, then it may be increased \$4,000,000; for all which proposed extensions and increased indebtedness, mortgages or trust deeds of further assurance, making the security as complete as possible, are to be given.

And we Further Certify, that said mortgage is properly stamped with United States Internal Revenue Stamps, and that we have caused the same to be duly recorded according to the laws of Kansas.

_____,
_____,
Trustees.

Grant of Premises.

Now, Therefore, the said UNION PACIFIC RAILWAY COMPANY, SOUTHERN BRANCH, for and in consideration of the premises, and of the sum of four millions, two hundred and fifty thousand dollars received to the full satisfaction of said Trustees, and for the purpose and with the intent of securing the payment of all said bonds, with the interest due and to grow due thereon, in the manner following, that is to say, sixteen thousand dollars per mile of finished Railroad upon the Railroad, its equipment and appurtenances hereinafter described, and the whole four million, two hundred and fifty thousand dollars upon the lands donated by Congress to aid in building said Railroad hereinafter more particularly described —

Grant of Premises.

Hath granted, bargained, sold, conveyed, assigned, transferred, and confirmed, and by these presents doth grant, bargain, sell, convey, assign, transfer, and confirm, to said Russell Sage and to N. A. Cowdrey, citizens of the City and State of New York, as Trustees, and in trust, and to the survivor or survivors of them, and to their successors or successor, the entire corporate property of the said Railway Company, and all its franchises and privileges, constructed or to be hereafter constructed, now held and acquired, or to be hereafter

constructed and acquired, extending from Junction City, Road from Junction City to State Line. Davis County, State of Kansas, down the Valley of the Neosho River, through the Counties of Davis, Morris, Lyon, Coffey, Woodson, Allen, Neosho, and Labette, to the State line between the Neosho River and the Western boundary of Labette County.

Also, all the right of way and land occupied by said Railroad, and appurtenances thereto belonging, and all the lands acquired [and appertaining, or which may hereafter be acquired] and appropriated for station-houses, depots, engine-houses, car-houses, warehouses, machine-shops, workshops, Buildings, etc. superstructures, erections, and fixtures, together with all the appurtenances, rights, and privileges thereunto belonging, at any and all points on said road.

And also, all and singular, the locomotives, tenders, passenger cars, freight cars, and every and all other cars, carriages, tools, machinery, wood, coal, and fuel, and equipments for said Railway, and now owned or which shall hereafter be owned by said Company. And also, all goods and chattels, wood, fuel, oil, or supplies now owned or which shall hereafter be owned by said Company, and in any way relating or appertaining or belonging to or connected with said Railway, or the running or operating the same. And also, all rents, issues, income, tolls, profits, currency, moneys, rights, benefits and advantages, derived or to be derived, had or received Rolling Stock, etc. therefrom by said Company in any way whatsoever. Income, etc.

And also, free and clear from all incumbrances, all the lands Land Grants. and claims to lands which were granted to the State of Kansas by the Act of Congress aforesaid, and then granted by said State to said Railway Company, or which shall hereafter be donated or granted by, or in any other manner acquired from the United States, or from or through the State of Kansas, to aid in building the railroad of said Railway Company, or any part of it; and any such lands not required for use by the Railroad for their traffic, to which said Railway Company are or shall hereafter be entitled, shall be specially set aside and appropriated to the purposes of this mortgage, together with all and singular the emoluments, income, and advantages, tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, property, claim,

and demand whatsoever, in law or in equity, of the said parties of the first part, of, in, and to the same, and each and every part and parcel thereof, with the appurtenances.

How in Case of Ex-
tensions hereafter.

It is Mutually Agreed by and between the parties hereto, that in the event of said Company extending their railroad as hereinafter set forth, then they reserve to themselves the right to reserve from this mortgage such *pro rata* of the income, equipment, and supplies of said railroad as the length in miles of new extension bears to the distance in miles from Junction City to the State line.

To have and to hold.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Trustees, and to the survivors and survivor of them, and to their and his successors and successor, and their and his assigns: **In Trust**, and upon the trust, uses, and purposes hereinafter expressed, of and concerning the same, for the use and benefit of the person or persons, firm or firms, bodies politic or corporate, who shall hereafter, at any time, become the purchasers or holders, owners, or bearers, of any or either of said bonds, subject to the terms, provisions, and stipulations in said bonds contained, and also subject to the possession and management of said railroad and property by said Railway Company, and its successors and assigns, so long as no default shall be made in the payment of either interest or principal of said bonds, or in any or either of them, or in payment of the amount of money as hereinafter provided for the sinking fund, and so long as the said Railway Company shall well and truly observe, keep, and perform all and singular the covenants, agreements, conditions, and stipulations in said bonds, and in this indenture contained and set forth, and which are to be observed, kept, and performed by and on the part of said Railway Company.

Trusts declared.

Possession to remain
with Company,
until, etc.

Lands may be sold,
how.

It is Further Agreed, that said Railway Company, with the consent in writing of said Trustees, or their or his successor or successors, may sell and convey any lands herein mortgaged, and not necessary or required to be retained for the convenience and use of the Company; and that the proceeds of said sales, whenever they amount to the sum of one thousand dollars, shall be applied to the purchase and cancellation of one or more of said mortgage bonds, or of some claims which are or may be a prior lien upon the premises mortgaged. And said Trustees shall then be authorized to release the premises sold

from this mortgage; in lieu of purchasing and cancelling said bonds, the proceeds of said sale may be invested, under the ^{Proceeds invested, how.} sanction and with the approval of said Trustees, in the purchase of other property, real or personal, required for use by said Railway Company, which shall be embraced in and covered by this mortgage.

It is Mutually Agreed by and between the parties hereto, that the words "finished railroad," as herein used, shall ^{Definition of "Finished Railroad."} mean a railroad so far finished as to be in actual operation for carrying persons and property over the same.

And this Indenture further Witnesseth, that the said Railway Company doth hereby covenant, promise and agree to and with the said parties of the second part, that the said party of the first part will, with all reasonable dispatch, make and deliver to the said parties of the second part, true and accurate list, schedules and maps, showing the numbers, precise quantity of lands, location, position, and boundaries of each and every piece, parcel, section, or parts of sections of the aforesaid lands, not required for the necessary or convenient operation of the Railroad of the party of the first part, and also list and schedules showing the minimum valuation and prices at which the respective pieces, parcels, sections, or parts of sections of said lands may be sold and conveyed, as hereinafter provided, which shall be approved by the Board of Directors, ^{Schedules of Lands for Trustees.} and signed by the President and Secretary of the party of the first part, and also approved and signed by the parties of the second part. But it is understood and agreed by and between the parties hereto, that the said party of the first part, by and with the consent and approval in writing of the parties of the second part, or of the survivors of them, or of their successor, or successors, may, at any time not oftener than once in each year from the date of the last approval by the parties of the second part, revalue all of said land not then sold, and reaffix to each parcel or section of the then unsold lands a new minimum price, and upon the approval of the said parties of the second part of such new valuation or minimum prices, the same shall thereafter become binding upon all the parties hereto. ^{Company to make Appraisal, Inventory and Maps thereof.} ^{Revaluation of Lands yearly.}

And it is further Agreed, that whenever the said Railway Company shall, from time to time, certify to said Trustees ^{How Deeds shall be given to Purchasers of Lands.} that it has sold or contracted for the sale of any sections, parcel, or parcels of said lands, at a sum not less than the minimum price thereof, fixed for the same in the manner aforesaid, the

said Trustees, or the survivor, or survivors of them, or their successors or successor, shall and will join with the said Company in duly executing a deed or contract sufficient in law to convey to the purchaser, his heirs or assigns, all the right, title, interest, property, possession, claim, demand, and estate, of both the parties to this indenture, in and to the parcel or section of land so sold. And the said parties of the second part shall and will deliver such deed or contract to such purchaser, upon receiving from him the whole price of such parcel or section of land, either in cash or in the mortgage bonds hereby secured, at the par value thereof, or partly in cash and partly in said bonds; or if such land be sold upon credit, then upon receiving from such purchaser such portion of the said price as shall be agreed to be paid in cash (which shall not be less than ten per cent. of the whole price), together with a bond for the residue of the purchase-money, secured by mortgage upon the land thus sold, executed by the purchaser to said parties of the second part in due form, to secure to them the payment of the residue, with interest thereon at the rate of not less than three per cent. per annum, payable semi-annually or annually, and every such bond and mortgage shall contain a provision — to the effect that in case the interest thereon shall remain in arrear and unpaid for six months after the same shall become due, then the whole amount of the principal sum mentioned therein shall thereupon, immediately after the expiration of said six months, become due and payable; and every such mortgage shall also contain a personal obligation on the part of the purchaser and mortgager to pay the principal and interest thereby secured, at the times and according to the terms, tenor and legal effect of said bond therein mentioned. The deeds [so] to be given shall bear even date with the bonds and mortgages so to be executed, and shall specify the actual and true amount of the whole consideration money or price, and the manner in which the same has been paid or secured; every such bond and mortgage shall be held by said Trustees for the purpose of the trusts herein declared, and as part of the trust estate, and as security for the bonds this mortgage is given to secure.

Lands may be sold
on Credit.

Mortgage to secure
Payment of Purchase Price.

Bonds hereunder
receivable for Lands.

And it is further Agreed, that the consideration money on any such sales of land may be paid either in whole or in part by delivering to said parties of the second part to be cancelled, one or more of the bonds secured by this mortgage at their par value; and payments upon any bonds and mortgages so

received by said parties of the second part, either for principal or interest, may be made by delivering to said parties of the second part, to be cancelled, one or more of the bonds secured by this mortgage, at their par value.

And it is further Agreed, that the holders of any of the bonds or past-due coupons thereof, secured by this mortgage, shall have the right and privilege of purchasing any of said lands not required by the Company for the necessary or convenient operation of their Railroad at the then minimum price fixed by said Company and approved by said Trustees, and to pay therefor in said bonds or coupons secured by this mortgage, at their par value.

Bondholders may buy Lands at the Minimum Price.

And the [said] Company further Covenant and Agree, to and with the said Trustees, their or his successors or successor, in the trust created by this deed, that for the further security and ultimate redemption of the bonds secured by this mortgage, all moneys and bonds and mortgages, and the proceeds and avails of all such bonds and mortgages, which may be received by said Trustees, and the survivors or survivor of them, or their successors or successor, as proceeds of the aforesaid lands, or otherwise, under the trust herein declared, shall constitute a sinking fund for the redemption and payment of the bonds issued by said Railway Company and secured by this mortgage.

Proceeds of Sale of Lands to be a Sinking Fund.

Sinking Fund.

And it is Mutually Agreed, that said Trustees shall, immediately after any payment in money is made them, deposit the amount in the United States Trust Company of the City of New York, or some other good and safe place of deposit in the City of New York. Whenever, from time to time, there shall be any money so on deposit, said parties of the second part may, in their discretion, apply the same to the purchase or redemption of so many of the aforesaid mortgage bonds as such moneys shall, from time to time, be adequate to redeem, at their market value in the City of New York; provided such market value shall not exceed one hundred and twenty per centum, exclusive of accrued interest. And whenever said moneys so on deposit, or in the hands of the said parties of the second part, shall amount to the sum of twenty thousand dollars, it shall then be the imperative duty of the said parties of the second part to apply the same to the redemption of so much of said mortgage bonds as such sinking fund is adequate to redeem and pay.

Redemption of Bonds by Sinking Fund.

Trustees to designate
by Lot Bonds for
Redemption.

In the Event, of said Trustees not being able to purchase said bonds at a price not exceeding one hundred and twenty per cent., exclusive of accrued interest, they shall, so often as they have fifty thousand dollars or more in their hands, applicable to the payment of bonds secured by this mortgage, without delay, designate by lot so many of said bonds as they have money to pay, to which the money received by them shall be applied in payment, at the rate of one hundred and twenty per centum and accrued interest. The Trustees shall give notice of the numbers designated. If the owner or holder of the bonds designated for payment is known to them, a personal notice shall be sufficient; if they do not know the owners or holders of said bonds so designated, then said Trustees shall give notice of the numbers of the bonds so designated, in two or more of the daily newspapers printed in the City of New York, and shall continue said notice at least once in each week until the first day of the succeeding April or October, when the interest on the bonds so designated shall cease, and neither the Company nor their successors shall be any longer liable for the payment of the principal or interest thereof, and the premises embraced in this mortgage shall thereafter be discharged from so much of the lien hereby imposed thereon as the bonds amount to thus designated for payment.

Notice of Bonds
called in.

Cancellation of
redeemed Bonds.

And it is further Mutually Agreed, that the said Trustees shall and will cancel and discharge each and every of the bonds secured by this mortgage, with all the interest warrants annexed thereto, or accompanying the same, which they shall pay, purchase, or redeem as aforesaid, or which they may receive in any payment for land as aforesaid; and that they will make, or cause to be made, upon each bond a brief note or memorandum, stating how, when, and for what consideration the same was cancelled, from whom the said mortgage bond was received, and in such manner and form as will enable the said Company to trace the transaction.

Registry of redeemed
Bonds.

The said Trustees shall immediately return so many bonds as are paid by them to the Company cancelled; and both the Company and said Trustees shall keep a proper registry and account of all the bonds paid by them, or designated to be paid as aforesaid, which registry or account shall be open for the examination and the inspection of any parties in interest, at all reasonable times; and the number or amount of said bonds cancelled shall be reported by said Company to the

stockholders of said Company, in each annual statement of the Company made to the stockholders.

And it is further Mutually Agreed, that the payment and cancellation of said mortgage bonds shall not relieve the mortgage lien of \$16,000 per mile upon the railroad, until after said mortgage lien shall have become completely extinguished upon said lands—that is to say, the proceeds of the sales of lands shall first be applied to extinguish the mortgage liens upon the lands, and the mortgage upon the railroad shall remain at \$16,000 per mile until the lands are all sold, and the proceeds applied to extinguish the lien of said mortgage bonds upon said land.

Lands to be first sold to satisfy Lien of Mortgage.

It is Mutually Agreed by and between the parties hereto, that in the event of a conflict of claims to the title to any of the above described lands, on the part of pre-emptors, or other claimants or actual settlers thereon, the said Railway Company and the said Trustees shall have power to amicably compromise, settle, and adjust said claims, on such terms as said Trustees shall approve.

Conflict of Title to Land between Pre-emptors and Company.

And it is also Mutually Agreed by and between the parties hereto, that in the event of said Railway Company desiring to extend their railroad from the Kansas State line southerly to Fort Gibson, about ninety (90) miles, and said Trustees, or their successors, being of the opinion that by so doing the Railway Company will acquire a good and valid claim for lands granted by Congress to aid in building said extended road, and said Railway Company making such proper and suitable supplemental deeds as the said Trustees shall be advised by counsel, learned in the law, to be necessary and proper for the further and better security for the payment of said mortgage bonds, then and thereupon, and for the purpose of constructing and equipping said extended road, said Railway Company may increase the amount of bonds secured by this mortgage two million, two hundred and fifty thousand (\$2,250,000) dollars; and in the same manner, if they desire to extend said railroad from Fort Gibson to Fort Smith, about sixty-five (65) miles, then the bonds secured by this mortgage may be increased one million, six hundred thousand (\$1,600,000) dollars; and in the same manner, if they desire to extend said railroad from Fort Gibson to the Red River, about one hundred and sixty (160) miles, at a suitable point to connect with a line of railroad running southerly to Galveston or Houston, then

Authority to extend Road to Ft. Gibson, 90 Miles, and increase Mortgage Debt.

Extension from Ft. Gibson to Ft. Smith, 65 Miles.

Extension from Ft. Gibson to Red River, 160 Miles.

the bonds secured by this mortgage may be increased four million (\$4,000,000) dollars.

Interest, Six per cent.

And the said Company do hereby Covenant, promise, and agree, for itself, its successors and assigns, to and with the said Trustees, the survivor and survivors of them, and their and his successors, that the said Company will well and truly pay each and every of said bonds issued by them, and secured by this mortgage, together with the semi-annual interest to become due thereon, at the rate of six per cent. per annum, at the times, in the manner, and at the place specified therein.

Default continued for Six Months.

And that in case said Company shall, for the space of six months, make default in the payment of said semi-annual interest to become due upon any, either, or the whole of said mortgage bonds, then, after the expiration of six months from the time it became due, and without demand or notice, at the election or option of a majority of the holders of said bonds, the whole principal sum mentioned in each and all of said mortgage bonds then outstanding, shall forthwith become due and payable, and the lien or incumbrance hereby created for the security and payment thereof, may at once be enforced.

Trustees may enter into Possession.

And it is Agreed, in Case of the Default of the payment of the semi-annual interest as above provided, that said Trustees, and the survivor or successors of them, are hereby expressly authorized and empowered, upon the request in writing of a majority in interest of the owners or holders of said bonds, to enter into and upon, and to take actual possession of all the property, real and personal, and rights, franchises, and privileges of the premises hereby conveyed, and each and every part thereof, and by themselves, or by their attorneys or agents, have, hold, use, and enjoy the same, and from time to time to make all repairs and replacements, and all useful alterations, additions, and improvements thereto, as fully as the parties of the first part might have done before such entry; and to collect and receive all tolls, freight, incomes, rents, issues, and profits of the same, and of every part thereof. And the said Trustees, and the survivors and survivor of them, and their successors and successor, shall and may, and hereby are expressly authorized and empowered to sell at public auction to the highest bidder, the entire property, real and personal, rights, franchises, and privileges herein conveyed. Said sale shall be either in Junction City, Davis County, or the City of New York; at least three months' notice shall be given

Power of Sale.

Notice of Sale.

of the time, place, and terms of said sale, by advertising the same in one or more newspapers of good circulation in each of the Cities of St. Louis and New York, and wherever else required by law, and continuing such advertisement at least once a week until the time of sale; and they may, at their discretion, adjourn said sale from time to time, giving reasonable notice of the time and place where it will take place. And as the attorney or attorneys in fact of the said Company, or their successors, shall have full power and authority to make, execute, and deliver to the purchaser or purchasers thereof, good, valid, and sufficient deed or deeds, conveyance or conveyances, assignments or transfers, in fee simple or otherwise, of the entire property herein conveyed, and all the rights, franchises, and privileges of the Company or its successors; which conveyance or conveyances, transfer or deeds, shall vest in the purchaser or purchasers all the right, title, interest, and estate whatsoever, reversionary or in possession, or which they may be entitled to receive, have, or hold of the said Company; and said sale shall be a completē and perpetual bar, or estoppel, both in law and in equity, against said Company, its successors and assigns, and all persons or parties claiming by, from, or under it or them, in anywise or manner whatsoever. And the said Company hereby covenant and agree to waive, and expressly covenant and agree, that neither the Company nor their successors shall have or claim any advantage of any valuation, appraisement, or extension *of* laws.

Trustees' Deed.

Waiver of certain Laws.

The Amount of the Purchase-Money on said sale may be paid and satisfied, in whole or in part, by the outstanding mortgage bonds, or any of them, secured hereby, and said bonds shall be received in whole or in part payment and satisfaction *of* [by] the said Trustees, their survivors or survivor, successors or successor, according to their value, to be ascertained and determined by the net amount arising from said sale.

Bonds receivable as Purchase Money *pro rata*.

And out of the Moneys Received from said tolls, freights, incomes, rents, profits, and earnings of said railroad and premises, or out of or from the proceeds of said sale, so to be made as aforesaid, after first deducting the expenses, disbursements, costs, charges, and counsel fees incurred in and about the conducting of said sale, or [in] the working and *opening* [operating] said railroad, including the compensation and commission of said Trustees in and about the execution of this trust, and all expenses of repairs, replacements, alterations, additions,

Proceeds of Sale — how divided.

and improvements, and all payments for taxes, assessments, charges, or liens on said premises, or any part thereof; the said Trustees shall, if the amount received be sufficient for that purpose, pay said mortgage bonds or so many of them as shall be then outstanding and unpaid, together with all interests then due upon the same; and if the amount be insufficient, then to divide the same *pro rata* among the outstanding bonds, and the surplus of all such moneys or proceeds of sale, if any there be, shall be paid to said Company, or their successors or assigns.

Trustees may purchase at Sale.

And it is further Covenanted and Agreed, by and between the parties hereto, that in case of any judicial foreclosure sale, or other sale of the premises embraced in this mortgage, under the decree of any Court having jurisdiction thereof, based upon the foreclosure of this mortgage, and the holders of a majority of the then outstanding bonds, secured by this mortgage, shall, in writing, request the said Trustees, they, or his survivors or survivor, successors or successor, they are, or he is, authorized to purchase the premises embraced herein, for the use and benefit of the holders of the then outstanding bonds secured by this mortgage.

Reorganization of Company.

And that having so purchased said premises, the right and title thereto shall vest in said Trustee or Trustees, and no bondholder shall have any claim upon the premises or to the proceeds thereof, except for his *pro rata* share of the proceeds of said purchased premises, as represented in a new company or corporation to be formed for the use and benefit of the holders of the bonds secured hereby. **And** that said Trustees or their successors or successor, survivors or survivor, may take such lawful means as he or they deem for the interest of said bondholders, to organize a new company or corporation for the benefit of the holders of the bonds secured by this mortgage; said new company or corporation shall be organized upon such terms, conditions, and limitations, and in such manner as the holders of a majority of said outstanding bonds, secured by this mortgage, shall in writing request or direct; and said Trustees so purchasing shall thereupon reconvey the premises so purchased by him or them to said new company or corporation.

Trustees' Agents, Attorneys, etc.

And it is further Agreed, that the said Trustees, his or their survivor, successors or successor, may appoint and employ, at the expense of the said trust estate, all such attor-

neys, counsellors, clerks, book-keepers, engineers, or other agents, as may be reasonably necessary in the execution of any of the trusts herein or hereby declared, and shall not be answerable for the defaults, or other misconduct or neglect of such attorneys, counsellors, clerks, book-keepers, engineers, or other agents, unless chargeable with culpable negligence in their selections; and further, that neither of said Trustees shall be answerable for the acts, omissions, or defaults of his associate, nor shall either of them, or their survivor, successor or successors, be responsible for any thing short of gross negligence or willful frauds in the discharge of his duties.

And it is further Mutually Agreed by all parties hereto, that the said Trustees, their or his successors or successor, survivors or survivor, shall receive from said Company, for his or their services in the acceptance of this trust, and the signing and delivery of the \$4,250,000 bonds issued hereunder, four bonds of \$1,000 each, and for signing and delivering the \$2,250,000 of bonds above named, two bonds of \$1,000; and for the \$1,600,000, two bonds of \$1,000; and for the \$4,000,000, four bonds of \$1,000 each. Compensation of Trustees.

And for any further services hereunder, he or they shall receive as follows, viz.: For services under any foreclosure proceeding to foreclose this mortgage, the sum of one per centum on the par amount of the bonds to be secured by this mortgage, then outstanding, exclusive of all cash disbursements. For services in selling and conveying the lands herein described, and applying the proceeds to the Sinking Fund, as herein provided, the sum of two per centum on the par amount of the bonds cancelled in that manner — exclusive of all cash disbursements. The above commissions to be in full payment of both Trustees, and to be equally divided between them. Compensation of Trustees, continued.

And it is further Mutually Agreed, that said Trustees, his or their successors or successor, survivor or survivors, may be removed from the office of Trustees or Trustee hereunder, by a vote of a majority in interest of the holders of said bonds, at any meeting called for that purpose. Removal of Trustees.

And also, that said Trustees or Trustee, his or their successors or successor, survivors or survivor, may resign this trust, and be thereby discharged from future liabilities thereunder, by notice of thirty days, in writing to said Company or to its successors. Resignation, etc., of Trustees.

New Trustees may
be appointed.

And it is further Mutually Agreed, that in case of the death, removal, resignation, incapacity or inability of both or either of the said Trustees to act in the execution of the trust hereby created, then a majority of the holders of said bonds may select and designate, in writing, one or more competent persons to fill the vacancy so occurring in manner aforesaid. And until the bondholders, make such selection, the remaining active surviving Trustee and President of the Company are hereby empowered to select and appoint, by an instrument in writing, a competent person to fill the vacancy so created; and if there be no remaining or surviving Trustee, then the President of the Company, with the consent in writing of the owners or holders of said bonds to the amount of two hundred thousand dollars, may select and appoint as aforesaid, one or more persons to fill the vacancy, until the bondholders make an appointment of said Trustee or Trustees; and in either case the person or persons selected shall have and possess, and be vested with the same rights and powers as a Trustee or Trustees, as he or they would have had and possessed, or been vested with, had he or they been originally made a party or parties to this indenture, and shall perform such duties in all respects until such appointment shall be so made in manner aforesaid; and notwithstanding any vacancy or vacancies as aforesaid, said remaining, surviving, acting, or competent Trustee shall have full power and authority to execute each and all trusts hereby created. The said Company, and their successors and assigns, hereby covenant to make, execute, and deliver all such other or further instruments, deeds or indentures, as may be necessary to enable the person or persons so appointed to execute the trust hereby created, as fully and perfectly in all respects as he or they could have executed the same, if originally a party to this indenture.

Meetings of Bond-
holders, how called.

And it is further Mutually Agreed, that whenever and so often as any contingency shall arise, in which the action of a majority in interest of the holders of said bonds shall be necessary, or in which the said bondholders are herein declared to have any discretionary voice or power, it shall be the duty of said Trustees, and each of them, and he or they are hereby authorized and required to call a meeting of all the holders of the bonds secured by this mortgage, to be held in the City of New York, by advertisements to be published at the expense of the said Company, three times a week for three weeks, in at least two newspapers of large circulation among the business community in said City; and at such meeting so convened, a

majority in interest of the holders of said bonds shall be competent to exercise, in person or by proxy, all the powers and authorities conferred upon them herein.

And Any Person appearing at said Meeting of bondholders, and claiming the right to participate therein, shall, if requested by any bondholder present thereat, produce the bond or bonds upon which such person may claim the right to vote at such meeting, or file an affidavit with the chairman of such meeting, that he, the person so claiming the right to participate in such meeting, is a holder of one or more of the bonds aforesaid, or the duly authorized proxy of such holder; in which affidavit he shall specify the amount and number of the bonds he claims to hold or to represent, before being allowed to vote at such meeting, except for the purpose of temporarily organizing the same; and on the adjournment of such meeting, all such affidavits shall be delivered to the Railroad Company or its successors to be filed among the records of said Company.

Credentials of Participants in Bondholders' Meeting.

And the said Company, for themselves and their successors and assigns, hereby covenant and agree, for the consideration aforesaid, to execute and deliver any further reasonable and necessary deed, or deeds, conveyance, or conveyances, to the said Trustees, their survivor, successor, or successors, for the more fully securing the payment of said bonds, particularly for the conveyance of any right, interest, or property acquired by said Company subsequent to the date hereof.

Covenant for further Assurance.

Provided always, and this grant and conveyance is upon the express condition, that upon the payment in full of said bonds and the interest due thereon, or on the conversion thereof into the stock in manner named in said bonds, on exhibiting said bonds cancelled to the said Trustees, his or their survivor, successors, or successor, then the estate, title, and interest of the said Trustees, his or their survivor, successors, or successor, shall cease, determine, and become void, and he or they shall, upon request of the Company or their successors, duly execute and deliver a proper release or satisfaction of this mortgage.

Defeasance.

In Witness Whereof, the UNION PACIFIC RAILWAY COMPANY, SOUTHERN BRANCH, have caused this indenture to be subscribed in its corporate name by its President and Secretary, and have caused its corporate seal to be hereto affixed.



UNION PACIFIC RAILWAY COMPANY, SOUTHERN BRANCH,

By J. B. DICKINSON, *President*.

GEO. C. CLARK, *Secretary*.

Witness: THOS. SADLER, 11 Wall St.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.

Be it remembered, that on this twenty-second day of January, A. D., one thousand eight hundred and sixty-nine, before me, the subscriber, Thos. Sadler, a commissioner in and for the State of New York, appointed by the Governor of the State of Kansas, to take proof and acknowledgment of deeds, mortgages, or any other instrument to be used or recorded in the said State of Kansas, personally appeared John B. Dickinson and George C. Clark, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture as respectively President and Secretary and acknowledged the same to be the voluntary act and deed of said UNION PACIFIC RAILWAY COMPANY, SOUTHERN BRANCH, and each being by me duly sworn, deposes and says, each for himself, that he, John B. Dickinson, is President, and that he, George C. Clark, is Secretary of said Railway Company; that they signed the foregoing instrument as such President and Secretary, and caused the corporate seal of said Company to be affixed hereto, all as the act and deed of said Company, by order and authority of said Company, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, in the City of New York, on the day and year above written.



THOS. SADLER,

*Commissioner for the State of Kansas,
11 Wall St., New York.*

[The original of the foregoing instrument was filed for record in the office of the Register of Deeds for the County of Labette, State of Kansas, May 21, 1869, and is recorded in said office in Book "A" for the record of deeds, at page 180 and following. The foregoing is an accurate copy of the mortgage as there recorded.]

TEBO AND NEOSHO RAILROAD COMPANY.

FIRST MORTGAGE,

JUNE 1, 1870.

THIS INDENTURE, made at the City of New York, State of New York, on the first day of June, A. D., 1870, between the **TEBO AND NEOSHO RAILROAD COMPANY**, a corporation duly organized and incorporated under the laws of the State of Missouri, party of the first part, and the **UNION TRUST COMPANY**, of the City of New York, party of the second part, **Witnesseth** :

That Whereas, the said Railroad Company is desirous of building, equipping, and operating the portion of its Railroad running from Sedalia, in Pettis County, State of Missouri, southwesterly to the westerly boundary of said State, a distance of about one hundred miles, and for that purpose proposes to borrow the sum of two millions of dollars, and in evidence thereof to make and issue bonds in sums of one thousand dollars each, in manner and form as herein below set forth, and to secure the payment of said bonds, to mortgage its entire property, and also all its franchises belonging and applicable to the said portion of its Railroad between the points above named.

Which bonds so to be issued are numbered from one to two thousand, both inclusive, and are in the form following, viz: —

UNITED STATES OF AMERICA,
STATE OF MISSOURI.

TEBO AND NEOSHO RAILROAD COMPANY OF MISSOURI.

First Mortgage, Seven per Cent. Gold Bond.

No. _____

\$1,000.

Know all Men by these Presents, that the **TEBO AND NEOSHO RAILROAD COMPANY** is indebted to the **Union Trust Company**,

(159)



Form of Bond.

Seven per cent.—
Gold—Principal
and Interest.

Default continued
for Six Months.

Series of 2000 Bonds.

Secured by Mortgage
upon

Road from Sedalia
to State Line, 100
Miles.

Sinking Fund.

Redemption of
Bonds.

of the City of New York, or bearer, in the sum of one thousand dollars, in gold coin of the United States, which the said Company promises to pay to the bearer hereof, on the first day of June, A. D., 1903, in the City of New York, with interest thereon from the date hereof, at the rate of seven per cent. per annum, payable in gold coin aforesaid, semi-annually, at the City of New York, at their office or agency, on the first days of June and December in each year, upon the presentation and surrender of the coupons hereto attached as they severally become due; and in case of the non-payment of any half-yearly installment of interest which shall have become due and been demanded, and such default shall have continued six months after demand, the principal of this bond shall become due, in the manner and with the effect provided for in the trust deed or mortgage hereinafter mentioned.

This bond is one of a series numbered consecutively from one to two thousand, both inclusive, each for the sum of one thousand dollars, amounting in the aggregate to the sum of two millions of dollars, all of which are of like tenor, date and effect, and are equally secured by a trust deed or mortgage, dated the first day of June, A. D., 1870, duly executed and recorded in the proper office in the State of Missouri, and conveying to the said Union Trust Company of the City of New York, in trust, that portion of the road of said Company, now or hereafter to be constructed, from Sedalia, Pettis County, State of Missouri, to the western boundary of said State, a distance of about one hundred miles, together with all and singular the equipments, appurtenances, and franchises in said trust deed or mortgage mentioned, as by reference thereto will more fully appear.

This bond is entitled to the benefit of a sinking fund, created by said trust deed or mortgage, to consist of annual deposits, commencing after three years from the date hereof, of one per cent. and interest thereon at the rate of seven per cent. per annum in gold coin aforesaid, of the aggregate principal of the bonds secured by the said trust deed or mortgage; by the operation of which fund, the whole principal of said bonds will be redeemed in thirty years, from the date of the first annual deposit, and it is also provided in and by said trust deed or mortgage, that each and every year after said third year an amount of bonds equal to the accumulations in said sinking fund shall be designated for redemption by lot, and shall be redeemed at the par value thereof, due notice of the number

so designated having been previously published in two or more of the daily newspapers printed in the City of New York ; for sixty days, at the expiration of which, interest on the bonds so designated shall cease.

This bond shall not become obligatory until it shall have been authenticated by a certificate indorsed thereon duly signed by the Trustee aforesaid. Certification.

In Witness Whereof, the said TEBO AND NEOSHO RAILROAD COMPANY has caused its corporate name and seal to be hereto affixed by its President and Secretary, the first day of June, A. D., 1870.



Now, Therefore, the said TEBO AND NEOSHO RAILROAD COMPANY, for and in consideration of the premises and of the sum of one dollar to it duly paid by the party hereto of the second part, and in order to secure the payment of the principal and interest of the said bonds, according to the tenor thereof, hath granted, bargained, sold, transferred, and conveyed, and by these presents doth grant, bargain, sell, transfer, and convey unto the said party of the second part, its lawful successors in the trust hereby created, and assigns : This Indenture conveys.

All and Singular the said portion of the Railroad of the said party of the first part, or which the said party of the first part is by law authorized to construct from Sedalia, in Pettis County, State of Missouri, to the western boundary of said State, as the same is or hereafter shall be *considered* [constructed,] a distance of about one hundred miles, together with all lands, tenements, and hereditaments acquired, or to be acquired, for rights of way for the said portion of railroad hereby conveyed, and all the appurtenances thereto belonging, and also all lands acquired and appropriated, or to be acquired or appropriated for depots, superstructures, buildings, erections, and fixtures on the said line of railroad, and all tracks, bridges, viaducts, culverts, fences, and all houses and buildings thereon or appertaining thereto, and all other property real or personal now owned or hereafter to be acquired by the party of the first part, its successors or assigns, for the construction, operation or management of said line of railroad, including all locomotives, tenders, cars, and other rolling stock and equipments, machinery, tools, materials, and also all the franchises, powers, rights, and privileges belonging or applicable to said portion of railroad between the points above named, now owned or possessed, or Road from Sedalia to State Line, 100 Miles.
Buildings, etc.
Rolling Stock, etc.
Franchises, Rights, etc.

which may hereafter be by said party of the first part acquired, for the construction, maintenance, and operation of said portion of railroad,

To Have and to hold. **To Have and to Hold** the above mentioned and described premises, rights, franchises, railroad, real and personal property unto the said party of the second part, its successors in this relation, and assigns.

Trusts declared. **In Trust** for the several persons, firms, bodies politic or corporate, who may hereafter become the purchasers, owners or bearers of any or either of said bonds, subject to the terms, provisions, and stipulations in said bonds contained, and also subject to the possession and management of said railroad and property by said Railroad Company, and its successors and assigns, so long as no default shall be made in the payment of either interest or principal of said bonds or any or either of them, or in payment of the amount of money as hereinafter provided for the sinking fund, and so long as the said Railroad Company shall well and truly perform all and singular the conditions and stipulations of the said bonds, and observe and keep all the covenants in this Indenture contained and set forth, and which are to be observed, kept, and performed by and on the part of the said Railroad Company.

Possession to remain with Railway Company, until, etc.

And this Indenture Further Witnesseth, that the said party of the first part doth hereby covenant, promise, and agree with the said party of the second part as follows: —

Taxes, etc., paid. **FIRST. — The Party of the First Part will pay,** or cause to be paid, the bonds herein mentioned, and the interest thereon, according to the terms thereof, and all taxes, levies, and assessments imposed and assessed, or which may hereafter be imposed and assessed upon the premises, franchises, and property hereby conveyed or intended so to be, and also the United States Government tax upon the interest payable on said bonds and each of them, and represented by the coupons annexed to said bonds, and will, at its own cost and expense, do, or cause to be done, all things necessary to preserve and keep valid and intact the lien or incumbrance hereby created.

Default continued for Six Months. **SECOND. — In Case Default shall be made** for six months in the payment of any interest upon either of said bonds, when the same shall become due and payable, or in the payment of either of the annual deposits hereinafter provided to be made for the sinking fund, the whole principal sum mentioned in each

and all of said bonds then outstanding shall, without demand or notice, at the option of the majority of the holders of said bonds, forthwith become due and payable, and the lien or incumbrance hereby created for the security and payment of said bonds, may be at once enforced. And in such case it shall be lawful for the said party of the second part or its successors in office, to enter upon all and singular the railroad property and premises hereby conveyed or intended to be conveyed, and to have, hold, use, and operate the same until the same shall have been sold or otherwise disposed of in pursuance of the power hereinafter mentioned, or by virtue of the decree of some court of competent jurisdiction, and until such time, and from time to time, to make all needful repairs and replacements, and such useful alterations, additions, and improvements to said railroad as may be necessary for the proper working of the same, and to receive the tolls, freight, income, rents, issues, and profits thereof, and after deducting the expenses of operating and managing the said railroad and other property, and of the said repairs, replacements, additions, and improvements as well as just compensation for its own services, and for the services of such attorneys and counsel as may have been by it employed, to apply the moneys accruing as aforesaid to the payment of the said bonds, *pro rata*, and without discrimination or preference, and thereafter to pay over any surplus to the said party of the first part, its successors or assigns, or as any court of competent jurisdiction shall order, and to restore the said railroad and other property to the said party of the first part.

Trustee may enter.

Expenses of this Trust.

Income, how applied.

THIRD. — In Case Default shall be made, and continue as aforesaid, the party of the second part or its successors in this trust, may, and upon the written request of the holders of at least five hundred of such bonds then outstanding, shall foreclose this mortgage by legal proceedings, or sell, or cause to be sold, the said Railroad, franchises, and property, real and personal, hereby conveyed or intended so to be, and all benefit and equity of redemption of the party of the first part, in and to the same and every part thereof, with the benefit of the franchises aforesaid, which said last-mentioned sale shall be at public auction at the City of New York, or at Sedalia, Pettis County, State of Missouri, on previous notice of the time and place of such sale, by advertisement, published not less than three times a week for ten weeks, in at least two newspapers of

Default continued.

Foreclosure by Legal Proceedings upon Request of Holders of 500 Bonds.

Notice of Sale.

Trustees' Deed.	general circulation, published in the City of New York, and two in Sedalia, Pettis County, State of Missouri, aforesaid, and in such other places as may be required by law, and in such case said party of the second part, and its successors in this trust, shall make and deliver to the purchasers of the said premises, good and sufficient deeds of conveyance for the same in fee simple, and said sale and conveyance shall be a perpetual bar both in law and equity, against the party of the first part, its successors and assigns, and all other persons claiming by, through, or under them, of all right, title, interest or claim in or to said railroad, premises, and property, and every part and parcel thereof.
Expenses of this Trust.	In Case of such Sale, the said party of the second part shall deduct from the proceeds of such sale its just allowances for the expenses thereof, including attorneys and counsel fees, and all expenses which may have been incurred in operating, managing or maintaining the said railroad, or in managing the business thereof, as well as just compensation for its own services, and thereafter shall apply so much of the proceeds as may be necessary to the payment of the principal and interest of the said bonds then remaining unpaid, <i>pro rata</i>, without discrimination or preference, and any surplus remaining after such payment, shall be paid over to the said party of the first part, or as any court of competent jurisdiction shall order.
Proceeds of Sale. Surplus.	
Trustee may purchase, when.	FOURTH. — At any Sale of the aforesaid Property, or of any part thereof, made by virtue of these presents, or by judicial authority, the said party of the second part, or its successors, if requested so to do by the holders of a majority of the then outstanding bonds secured by this mortgage, may purchase the property so sold, or any part thereof, on behalf of all the holders of the said bonds then outstanding, at a reasonable price, if but a portion of said property shall be so purchased; or if all of it be purchased, then at a price not exceeding the whole of such bonds then outstanding, with the interest accrued thereon. And having so purchased said premises, the right and title thereto shall vest in said party of the second part, and no bondholder shall have any claim upon the premises or the proceeds thereof, except for his <i>pro rata</i> share of the proceeds of said purchased premises, as represented in a new company or corporation to be formed for the use and benefit of the holders of the bonds secured hereby; said new company or corporation shall be organized upon such terms and
Reorganization of Company.	

conditions and limitations, and in such manner as the holders of a majority of said outstanding bonds secured by this mortgage, shall in writing request or direct, and the said party of the second part, or its successors so purchasing, shall thereupon reconvey the premises so purchased to the said new company or corporation.

FIFTH. — The Party of the First Part, in consideration Sinking Fund.

aforesaid, further covenants and agrees with the party of the second part and its successors in this trust, that the said party of the first part, its successors and assigns, will, on the first day of June, A. D., 1873, and on the first day of June annually thereafter, pay to the party of the second part, or its successors as aforesaid, as a sinking fund, in gold coin of the United States of America, a sum equal to one per cent. of the aggregate principal of the bonds secured hereby, together with interest thereon at the rate of seven per cent. per annum, in gold coin as aforesaid, by the operation of which sinking fund, the whole principal of said bonds will be redeemed in thirty years from the date of the first annual payment. And it is mutually agreed between the parties hereto, that the said party of the second part, shall in each and every year after said first

payment, designate for redemption by lot, an amount of said Redemption of Bonds.

bonds equal to the accumulations in said sinking fund, which shall be redeemed at the par value thereof, due notice of the numbers of the bonds so designated having been previously published by said party of the second part in two or more of the daily newspapers printed in the City of New York, for sixty days, at the expiration of which, interest on the bonds so designated shall cease, and the premises embraced in this mortgage shall thereafter be discharged from so much of the lien hereby imposed thereon, as the bonds amount to thus designated for payment. And it is further mutually agreed,

that the said party of the second part, shall and will cancel and discharge each and every of the bonds secured by this Cancellation of Bonds.

mortgage, with all the interest coupons annexed thereto, which shall be redeemed as aforesaid, and will make or cause to be made upon each bond a brief note or memorandum, stating when the same was cancelled and from whom said bond was received, in such manner and form as will enable the party of the first part to trace the transaction, and will immediately return so many bonds as are redeemed to the said party of the

first part cancelled, and that a proper registry and account of Registry of Redeemed Bonds. all the bonds so redeemed shall be kept by both of said parties

hereto, and shall be open for the examination and inspection of any parties in interest, at all reasonable times. And the number or amount of said bonds cancelled shall be reported by the said party of the first part to its stockholders in each of its annual statements.

Expenses of this Trust.

SIXTH. — The said Party of the Second Part, and its successors in this trust, may employ at the expense of the party of the first part, such attorneys, counsel or other agents as may be necessary, in the execution of the trusts hereby created, and shall be entitled to just compensation for all services rendered in the execution of this trust, and to be reimbursed for all necessary expenditures in and about the same, to be paid by the party of the first part, unless herein otherwise provided. And the said party of the first part, for itself and its

Covenant for further Assurance.

assigns, hereby covenants and agrees to execute and deliver to the said party of the second part, or its successors in this trust, any and all further reasonable and necessary deed or deeds, conveyance or conveyances, for the more fully securing the payment of said bonds.

Defeasance.

Provided always, and this grant and conveyance is upon the express condition, that upon the payment in full of said bonds, and the interest due thereon, then the estate, title, and interest hereby granted, shall cease, determine, and be void; and the said party of the second part, or its successors in this trust, shall duly execute and deliver to the said party of the first part, a proper release or satisfaction of this mortgage.

Release of this Mortgage.

In Witness Whereof, the said TEBO AND NEOSHO RAILROAD COMPANY has caused this Indenture to be subscribed in its corporate name by its President and Secretary, and has caused its corporate seal to be hereto affixed.



TEBO AND NEOSHO RAILROAD COMPANY,

By FRANCIS SKIDDY, *President*.

GEORGE C. CLARK, *Secretary*.

In presence of

OLIVER P. C. BILLINGS,

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

Notarial Certificate of Acknowledgment.

Be it remembered, that on the first day of June, A. D., one thousand eight hundred and seventy, before me, the subscriber, Oliver P. C. Billings, a Commissioner in and for the State of

New York, appointed by the Governor of the State of Missouri, to take proof and acknowledgment of deeds, mortgages, or any other instrument to be used or recorded in the said State of Missouri, personally appeared Francis Skiddy and George C. Clark, who are personally known to me to be the identical persons whose names are affixed to the foregoing Indenture, as respectively President and Secretary, and acknowledged the same to be the voluntary act and deed of said TEBO AND NEOSHO RAILROAD COMPANY, and each being by me duly sworn, deposes and says, each for himself, that he, Francis Skiddy, is President, and that he, George C. Clark, is Secretary, of said Railroad Company; that they signed the foregoing instrument as such President and Secretary, and caused the corporate seal of said Company to be affixed thereto, all as the act and deed of said Company, by order and authority of said Company, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, in the City of New York, on the day and year above written.



OLIVER P. C. BILLINGS,
Commissioner for the State of Missouri,
15 Nassau Street, New York.

[The original of the foregoing instrument was filed for record in the office of the Recorder of Deeds for the County of Pettis, State of Missouri, on the 15th day of June, 1870, and is recorded in said office in "Trust Deed and Mortgage Record No. 4," at page 280 and following. The foregoing is an accurate copy of the instrument as there recorded.]

HANNIBAL AND CENTRAL MISSOURI RAIL- ROAD COMPANY.

FIRST MORTGAGE.

APRIL 20, 1870.

THIS INDENTURE, made the twentieth day of April in the year of our Lord, one thousand eight hundred and seventy, between the HANNIBAL AND CENTRAL MISSOURI RAILROAD COMPANY, a body corporate, duly created and existing under the laws of the State of Missouri, of the first part, and the FARMERS' LOAN AND TRUST COMPANY, of the City of New York and State of New York of the second part;

Whereas, said Railroad Company by its charter is authorized to borrow such sums of money as may be required to complete, finish, and equip its road and to make and issue its bonds for any amount so borrowed and to mortgage its corporate property and franchises or any part thereof as security for the payment of said bonds, and

Whereas, the parties of the first part are anxious to procure the money necessary to complete their road, and to that end propose to make and issue from time to time their bonds (principal and interest payable in gold coin) to the amount of eleven hundred thousand dollars in the aggregate, being fifteen thousand, five hundred dollars for each and every mile of the road of said company, and thereby become indebted to divers persons, bodies politic or corporate, who shall become holders of said bonds; each of said bonds to bear date, on the second day of May in the year of our Lord, 1870, and each payable in the sum of one thousand dollars to R. F. Lushman, Esq., or bearer, at the agency of the Company in the City of New York, on the first day of May, A. D., one thousand eight hundred and ninety, with interest from date at the rate of seven per cent. per annum, payable at the same place half yearly, on the first days of November and May of each year

Parties.

Power to borrow
Money.

Series of 1100 Bonds.

Rate, \$15,500 per
Mile.

Bonds due May 1,
1890.

respectively for which interest coupons or warrants are to be attached; that each of said bonds, for the purpose of identification, is to be numbered in consecutive series from one to eleven thousand, both inclusive, and that on each bond shall be printed or written, a certificate signed by the Trustee herein named; that such bond is one of the series of eleven hundred bonds intended to be secured by these presents.

Trustees' Certificate.

Mortgage to secure Bonds.

And Whereas, the party of the first part further propose to secure the payment of all said bonds, principal and interest, by the execution and delivery of a mortgage or trust deed of all the property and franchises of said Railroad Company, now held and owned by said Company, or such as may be hereafter acquired, as the same is hereinafter more fully set forth, all of said bonds to be equally secured by these presents, without reference to the relative time any bond may have been issued.

This Indenture conveys.

Now, Therefore, This Indenture Witnesseth, that the said parties of the first part the better to secure the payment of all of said bonds (amounting in the aggregate to eleven hundred thousand dollars) and no more, with interest at the times and in the manner herein mentioned and set forth, and for and in consideration of the sum of one dollar by the parties of the second part, in hand paid to the said parties of the first part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged; have granted, bargained, sold, transferred, and set over, conveyed, and confirmed, and by these presents do grant, bargain, sell, transfer, and set over, convey, and confirm unto the said Farmers' Loan and Trust Company, party of the second part, their successor or successors and assigns forever, all and singular, the right of way and Railroad of said parties of the first part, constructed or to be constructed, from the City of Hannibal in the County of Marion and State of Missouri, to the town of Moberly, County of Randolph and State of Missouri, as the same is now laid out, or at any time hereafter may be laid out and used, together with all the rails, embankments, bridges, turn-outs, side-tracks, structures, water-tanks, and fixtures, shops, engine and other houses, depots and turn-tables, now owned or used, or that may hereafter be owned, acquired or used by the parties of the first part in connection with the said Railroad, and everything appurtenant thereto; and all the franchises, powers, privileges, and chartered or other rights, of the said

Road from Hannibal to Moberly.

Buildings.

Franchises, etc.

the HANNIBAL AND CENTRAL MISSOURI RAILROAD COMPANY, now laid, or which may hereafter be laid, or acquired by said Company, together with all the rents and profits, income, gains, moneys, rights, benefits, and advantages derived or to be derived, received, or in any way whatsoever had therefrom by said parties of the first part, reserving, however, the right thereafter to issue equipment bonds, which shall be secured by a first lien or mortgage on all the rolling stock and movable equipments, and a second mortgage or lien on the road, franchises, and property of the Company embraced in this deed of of trust,

Income, etc.

Right reserved to
Issue Equipment and
Second Mortgage
Bonds.

To Have and to Hold, all and singular, the above granted and described premises, rights, franchises, and property with the appurtenances thereto belonging, unto the said party of the second part, their successor or successors and assigns forever.

In Trust, Nevertheless, for the person or persons, and bodies politic or corporate, who at any time shall become holders or owners of the said bonds, or any of them, subject to the terms and stipulations of said bonds and the provisions of the acts of the Legislature of Missouri, relating to the said Company, subject also to the stipulations of two contracts made by the parties of the first part with other companies hereinafter particularly referred to; and also subject to the possession, control and management of the said company, parties of the first part, so long as the said company shall well and truly perform all and singular the stipulations of the bonds aforesaid and the covenants of this indenture.

Trusts declared.

Possession to remain
with R. R. Company,
until, etc.

And the said Company, parties of the first part, for themselves, their successors and assigns, do hereby covenant and agree to and with the said parties of the second part, their successors and assigns, to pay to the holders or owners of said bonds respectively, the principal money thereof, and also the interest stipulated on said bonds, in gold coin of the United States, and that in case of six months' default to pay either principal or interest of said bonds, or any one of them, when due and payable and demanded, and upon the request in writing of a majority in interest of the holder or holders of said bonds on which interest or principal has not been duly paid as aforesaid, said Trustees shall take actual possession of all and singular the property and effects mortgaged, and the agent or agents of said Railroad actually in possession thereof are

Default continued
for Six Months.

Trustee may enter
into Possession.

ordered to give such possession to said Trustees, parties of the second part hereto; and the said Trustees shall cause the said mortgaged premises, or so much thereof as may be necessary to pay and discharge the entire principal and interest, whether or not due, on all of said bonds as may be unpaid, together with all expenses of sale, to be sold at public auction at either of the Cities of New York, in the State of New York, and St. Louis, in the State of Missouri, giving at least ninety days' notice of the time, place and terms of such sale, and of the specific property to be sold, by publishing the same in one or more newspapers of good circulation printed in each of the cities aforesaid, and wherever else required by law, with power in said Trustee to adjourn the time of sale from time to time, and make the same on any adjourned day; and execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the parties of the first part, and second part, their, and each of their, successors and assigns, and all persons claiming under them or either of them, of all right, title, interest, claim or demand, in law or equity in or to the said mortgaged premises, or any part thereof, and on and after such request to take possession and until such sale, said Trustee shall receive and collect all the incomes, revenues, and profits of the said Railroad and mortgaged premises for the security hereinbefore declared, first defraying out of the same, the expenses of said Road, and making all needful repairs thereto, it being understood, however, that whereas the parties of the first part have entered into a contract dated June 22nd, 1868, with the Toledo, Wabash and Western Railway Company, the North Missouri Railroad Company, and Hannibal and Naples Railroad Company, providing for the interchange of business, the making and division of through rates and other matters,

Power of Sale.

Notice of Sale.

Trustees' Deed.

Traffic Agreement of June 22, 1878, with certain Companies.

Contract with Hannibal Bridge Company.

And Whereas, to insure the more certain execution of the provisions of the contract aforesaid, the first party is about to enter into a contract with the Hannibal Bridge Company, authorized by the laws of the States of Missouri and Illinois, providing for the erection of a bridge over the Mississippi River at Hannibal, and regulating its use, with the tolls to be charged, and other matters relating thereto, reference being here had to both of said contracts executed and to be executed, for particulars and details; and it being intended that this mortgage should be subject to the terms and conditions of both of said agreements, it is hereby particularly understood

and agreed by and between the parties hereto, that in case the parties of the second part, their successors or assigns, should at any time take possession of and sell the mortgaged premises, that such possession should be subject to performance by him or them of the terms of said contracts to be performed by said parties of the first part hereto, and that in case of sale and conveyance of said mortgaged premises, such sale and conveyance would be subject to the performance by the purchaser of the terms and stipulations of both said contracts as therein provided to be performed by the parties of the first part hereto ; and the said parties of the second part, their successors, [and] assigns, after deducting from the proceeds of said sale the costs ^{Proceeds of Sale, how applied.} and expenses thereof, and the costs, charges, and expenses of managing said property, and applying so much of the proceeds as may be necessary to the payment of the said entire principal and interest remaining unpaid on all of said bonds, shall return the residue thereof to the said parties of the first part. It being hereby expressly agreed and understood that in no case shall any claim or advantage be taken by the parties hereto of the first part of any valuation, appraisement, or extension laws, nor any injunction or stay of proceedings, or any process to be applied for, or obtained, or used by or for them, to prevent such entry or sale or distribution of proceeds of sale as aforesaid. ^{Waiver of Stay and other Laws.}

And, it is further Understood and Agreed, by and between the parties hereto, that in case of the death, resignation, or inability of said Trustees or their successors in the trust to act in the matter of the trust, the parties of the first part shall by a majority vote of their Directors, forthwith appoint a new Trustee as successor in the trust, and in case of neglect or refusal for the space of thirty days on the part of the said Company to make such appointment, the holders of interest in said bonds, to the extent of two hundred thousand dollars, may apply to the person who, for the time being, may be Judge of the Circuit Court of Marion County, Missouri, to appoint some suitable person a Trustee ; and after such appointment either by the said Judge or by the said Company, and acceptance of the trust by the person so appointed, the new Trustee shall become vested with all the property and rights of the party of the second part, without further assurance or conveyance of the same. ^{Resignation, etc., of Trustee.}

The said Parties of the First Part do hereby further covenant and agree to and with the said parties of the second part, ^{Covenant for further Assurance.}

their successors and assigns, to make, execute, and deliver to the said parties of the second part, their successors and assigns, all such further assurance and assurances in the law as counsel may reasonably devise or advise, the more effectually to vest in the said parties of the second part, their successors and assigns, all and singular the premises hereby conveyed, or intended to be conveyed, for the purposes hereinbefore for that purpose mentioned or intended, and that the said

Liability of Trustees.

Trustees shall be liable, responsible, and accountable, only for the exercise of reasonable diligence in the management of the trust.

Defeasance.

It is further Understood and Agreed that this conveyance is upon the the express condition and limitation that upon the payment and satisfaction of the principal and interest of each and every of said bonds, and of the expenses and reasonable charges attending the execution of this trust, the estate hereby granted shall immediately be re-invested in law and in fact in said Company, parties of the first part hereto, without any entry or other act.

Acceptance of Trust.

And the said Parties of the Second Part, do hereby accept this trust and agree faithfully to execute the same.

In Witness Whereof, the said THE HANNIBAL AND CENTRAL MISSOURI RAILROAD COMPANY, the parties hereto of the first part, have on the day and year first above written, caused their corporate seal to be hereunto affixed, and the same to be attested by their Secretary and the name of their President to be signed to these presents, and the said FARMERS' LOAN AND TRUST COMPANY, the parties hereto of the second part, have also signed and sealed the same by its President and attached its corporate seal the day and year first above written.



Attest :

A. W. LAMB, *President,*
Hannibal and Central Missouri Railroad Company.

WM. A. HUNT, *Secretary.*



Attest :

R. G. RALSTON,
President of Farmers' Loan and Trust Company.

G. P. FITCH, *Secretary,*
F. L. & T. Co.

STATE OF MISSOURI, }
COUNTY OF MARION, } ss.

Be it remembered that on this twentieth day of April, A. D., 1870, before the undersigned, a Notary Public within and for the County of Marion and State of Missouri, personally came Alfred W. Lamb, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, and who is also known to me to be the President of HANNIBAL AND CENTRAL MISSOURI RAILROAD COMPANY, and acknowledged that he executed said instrument of writing as President of said Railroad Company for the uses and purposes therein mentioned, and acknowledged that the seal thereto attached is the corporate and common seal of said Railroad Company and was thereto affixed by their authority, and that he subscribed his name thereto as President by like authority.

Notarial Certificate
of Acknowledgment.



In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Hannibal, the day and year above written.

EDWARD D. MURPHY,
Notary Public,
Marion County, Missouri.

UNITED STATES OF AMERICA, }
STATE OF NEW YORK, } ss.
CITY AND COUNTY OF NEW YORK, }

Be it remembered that on the 30th day of April, in the year one thousand eight hundred and seventy, before me, the undersigned, Edwin S. Casey, Jr., a Commissioner resident in the City of New York, duly commissioned and qualified by the executive authority and under the laws of the State of Missouri to take the acknowledgment of deeds, etc., to be used or recorded therein, personally appeared Roswell G. Ralston, who is personally known to me to be the same person whose name is subscribed to the annexed instrument of writing, and who is also known to me to be the President of the FARMERS' LOAN AND TRUST COMPANY, and acknowledged that he executed the said instrument as President of said Company for the uses and purposes therein mentioned, and also acknowledged that the seal thereto attached is the corporate and common seal of said Company and was thereto affixed by their

Notarial Certificate
of Acknowledgment.

authority, and that he subscribed his name thereto as President by like authority.

In Witness Whereof, I have hereunto set my hand
and affixed my official seal the day and year
aforesaid.



EDWIN S. CASEY, JR.,
Commissioner for the State of Missouri,
Office 54 Wall Street, New York.

[The original of the foregoing instrument was filed for record in the office of the Recorder of Marion County, State of Missouri, May 12, 1870, and is recorded in said office in Book 57, on pages 83 to 90, inclusive. The foregoing is an accurate copy of the instrument as there recorded.]

HANNIBAL AND CENTRAL MISSOURI RAILROAD COMPANY.

SECOND MORTGAGE.

FEBRUARY 1, 1872.

THIS INDENTURE, made the first day of February, in the year of our, Lord one thousand eight hundred and seventy-two, between the HANNIBAL AND CENTRAL MISSOURI RAILROAD COMPANY, a body corporate duly created and existing under the laws of the State of Missouri, of the first part, and the NEW YORK GUARANTY AND INDEMNITY COMPANY, of the City of New York, Trustees, of the second part, ^{Parties.}

Witnesseth : Whereas, the said Railroad Company, by its charter is authorized to borrow money, in such sums as may be required to complete and equip its road, and to make and issue its bonds for any amount so borrowed, and to mortgage its corporate property and franchises, or any part thereof, as security for the payment of said bonds ; ^{Power to borrow Money.}

And Whereas, the said party of the first part is anxious to procure the money necessary to complete its road, and to that end proposes to make and issue its bonds to the amount of Two Hundred and Fifty Thousand Dollars, in the aggregate, (principal and interest payable in gold coin), and thereby to become indebted to divers persons, bodies politic or corporate, who shall become holders of said bonds ; each of said bonds to bear date on the first day of February, in the year one thousand eight hundred and seventy-two, and each payable in the sum of one thousand dollars to A. B. Baylis, or bearer, at the office of the said party of the second part, in the City of New York, on the first day of May, A. D., one thousand eight hundred ninety-two, with interest from date at the rate of seven per cent. per annum, payable at the same place, half yearly, on the first days of May and November in each year, until said principal sum shall be fully paid, for which interest coupons ^{Series of 250 Bonds.} ^{Bonds due May 1, 1892.}

or warrants are to be attached; that each of said bonds, for the purpose of identification, is to be numbered in consecutive series from one to two hundred and fifty, both inclusive; and that on each bond shall be printed or written a certificate signed by the Trustee herein named, that such bond is one of the series of two hundred and fifty bonds intended to be secured by these presents;

Trustees' Certificate.
Mortgage to secure said Bonds.

And Whereas, the said party of the first part further proposes to secure the payment of all of said bonds, principal and interest, by the execution and delivery of a mortgage or trust deed of all its property and franchises now held and owned by it, or which may be hereafter acquired, as the same is hereinafter more fully set forth, all of said bonds to be equally secured by these presents without reference to the relative time any bond may have been issued.

This Indenture conveys.

Now Therefore this Indenture Witnesseth : That the said party of the first part, the better to secure the payment of all of said bonds, amounting in the aggregate to the sum of two hundred and fifty thousand dollars and no more, with interest at the times and in the manner therein mentioned and set forth, and for and in consideration of the sum of one dollar, lawful money of the United States, by the said party of the second part in hand paid to the said party of the first part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, transferred, set over, conveyed, and confirmed, and by these presents doth grant, bargain, sell, transfer, and set over, convey, and confirm unto the said party of the second part, its successor or successors and assigns forever, all and singular the right of way and railroad of the said party of the first part, constructed or to be constructed from the City of Hannibal, in the County of Marion, and State of Missouri, to the town of Moberly, in the County of Randolph, and State of Missouri, as the *said* [same] is now laid out or at any time hereafter may be laid out and used, together with all rails, embankments, bridges, turn-outs, side-tracks, structures, water-tanks, and fixtures, shops, engine and other houses, depots and turn-tables now owned or used, or that may be hereafter owned, acquired, or used by the party of the first part in connection with said railroad, and everything appurtenant thereto, and all the franchises, powers, privileges, and chartered or other rights of the said party of the first part,

Road from Hannibal to Moberly.

Buildings, etc.

Franchises, etc.

now had or which may hereafter be had or acquired by said party of the first part, together with all the rents and profits, Income, etc. income, gains, moneys, rights, benefits, and advantages derived or to be derived, received or in any way whatsoever had or obtained therefrom by said party of the first part,

To Have and to Hold, all and singular the above granted To have and to hold. and described premises, rights, franchises, and property with the appurtenances thereto belonging, unto the said party of the second part, its successor or successors and assigns forever,

In Trust, Nevertheless, for the person or persons and bodies Trusts declared. politic or corporate who at any time shall become holders or owners of the said bonds, or any of them, subject to the terms and stipulations of said bonds and the provisions of the Acts of the Legislature of Missouri, relating to the said Company, and subject also to the possession, control, and management of said Possession to remain with R. R. Co., until, etc. Railroad and property by said party of the first part, so long as it shall well and truly perform all and singular the stipulations of the bonds aforesaid, and the covenants of this indenture.

And the said Party of the First Part for itself, its successors and assigns, do hereby covenant and agree to and with the Default continued for Six Months. said party of the second part, its successor or successors or assigns, to pay to the holders or owners of said bonds respectively the principal money thereof, as also the interest stipulated in said bonds, in gold coin of the United States, free of Government tax, and that in case of six months default to pay either interest or principal of said bonds, or any of them, when due and payable and demanded, and upon the request in writing of a majority in interest of the holder or holders of said bonds, on which interest or principal has not been duly paid as aforesaid, said Trustee shall take actual possession of all and Trustee may enter into Possession. singular the property and effects hereby conveyed, and the agent or agents of said Railroad actually in possession thereof are hereby ordered to give such possession to said Trustees, party of the second part hereto, and the said Trustee, shall cause the said mortgaged premises and property, or so much thereof as may be necessary to pay and discharge the entire principal and interest, whether due or not due, of all of said bonds, as may be unpaid, together with all expenses of sale, to be sold at public auction at either of the Cities of New York, in Power of Sale. the State of New York, and St. Louis, in the State of Missouri,

Notice of Sale. giving at least ninety days' notice of the time, place, and terms of such sale, and of the specific property to be sold, by publishing the same in one or more newspapers of good circulation printed in each of the cities aforesaid, and wherever else required by law, with power in said Trustee to adjourn the time of sale from time to time, and make the sale on any adjourned day, and execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the party of the first part and the party of the second part, their, or each of their, successors and assigns, and all persons claiming under them or either of them, of all right, title, interest, claim or demand, in law or equity, in or to the said mortgaged premises or any part thereof, and on and after such request to take possession, and until such sale, said Trustee shall receive and collect all the income, revenues, and profits of the said Railroad and mortgaged premises, for the security hereinbefore declared, first defraying out of the same the expenses of the said Road and making all needful repairs thereto.

Trustees' Deed.

Proceeds of Sale,
how applied.

And the said Party of the Second Part, its successors and assigns, after deducting from the proceeds of said sale the costs and expenses thereof, and the costs, charges and expenses of managing said property and applying so much of the proceeds as may be necessary to the payment of the said entire principal and interest remaining unpaid on all of said bonds, shall return the residue thereof to the said party of the first

Waiver of Stay and
other Laws.

part. It being hereby expressly understood and agreed, that in no case shall any claim or advantage be taken by the party of the first part of any valuation, appraisement, or extension laws, nor any injunction or stay of proceedings, or any process to be applied for, or obtained, or used by or for the said party of the first part, to prevent such entry, or sale, or distribution of proceeds of sale as aforesaid.

Resignation, etc.,
of Trustee.

And it is further Understood and Agreed, by and between the parties hereto, that in case of the dissolution, resignation or inability of said Trustee or its successors in the Trust to act in the matter of the trust, the party of the first part shall, by a majority vote of its Directors, forthwith appoint a new Trustee as successor in the trust, and in case of neglect or refusal for the space of thirty days on the part of the said party of the first part to make such appointment, the holders of interest in said bonds, to the extent of more than one-half

of the bonds aforesaid, may apply to the person who for the time being may be Judge of the Circuit Court of Marion County, Missouri, to appoint some suitable person or body corporate as Trustee, and after such appointment, either by said Judge, or by the said party of the first part, and acceptance of the trust by the person or body corporate so appointed, the new Trustee shall become vested with all the property and rights of the party of the second part, without further assurance or conveyance of the same.

The said Party of the First Part hereby further covenants and agrees to, and with the said party of the second part, its successors and assigns, to make, execute, and deliver to the said party of the second part, its successors and assigns, all such further assurance and assurances in the law as counsel may reasonably devise and advise, the more effectually to vest in the said party of the second part, its successors and assigns, all and singular the premises hereby conveyed or intended to be conveyed for the purposes hereinbefore for that purpose mentioned or intended, and that the said Trustee shall be liable, responsible, and accountable only for the exercise of a reasonable diligence in the management of the trust.

Covenant for further Assurance.

It is further Understood and Agreed that this conveyance is upon the express condition and limitation that upon the payment and satisfaction of the principal and interest of each and every of said bonds, and of the expenses and reasonable charges attending the execution of this trust, the estate hereby granted shall immediately be re-invested in law and in fact in said party of the first part hereto, without any entry or other act.

Defeasance.

And the said Party of the Second Part hereby accepts this trust, and agrees faithfully to execute the same.

Acceptance of Trust.

This conveyance is, however, made subject to the prior lien and incumbrance of a certain mortgage or deed of trust executed by the said party of the first part to the Farmers' Loan and Trust Company of the City of New York, bearing date the 20th day of April, 1870, and given to secure the payment of one million, one hundred thousand dollars of the first mortgage bonds of the said party of the first part.

Subject to Mortgage of April 20, 1870.

And also subject to the terms and conditions of two certain contracts made by said party of the first part, the one with the Toledo, Wabash and Western Railway Company, the North Missouri Railroad Company and the Hannibal and Naples

Subject to Traffic Agreement of June 22, 1868, with certain Companies.

Subject to Contract with Hannibal Bridge Company. Railroad Company, bearing date June 22nd, 1868, and the other with the Hannibal Bridge Company, to which contracts reference is had.

In Witness Whereof, the said party of the first part has caused its corporate seal to be hereunto affixed, and the same to be attested by its Secretary, and the name of its President to be signed to these presents, and the said party of the second part has also caused its corporate seal to be hereunto affixed and the same to be attested by its Secretary, and the name of its President to be signed to these presents, the day and year first above written.



A. W. LAMB, *President*.

Attest:

WM. H. HUNT, *Secretary*.



JAMES P. WALLACE, *President*.

F. J. OGDEN, *Secretary and Treasurer*.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

Notarial Certificate
of Acknowledgment.

I, Charles Nettleton, Commissioner for Missouri, in New York do hereby certify that on this 12th day of February, A. D., one thousand eight hundred and seventy-two, came before me James P. Wallace, the President of the NEW YORK GUARANTEE AND INDEMNITY COMPANY, of the City of New York, and F. J. Ogden, the Secretary and Treasurer of the same Company, who are to me personally known to be such, and being by me duly sworn did depose and say that he, the said James P. Wallace, resided in the City of Brooklyn, in the County of Kings, and State of New York, that he, the said F. J. Ogden, resided at East Orange, in the State of New Jersey, that they were the above described officers of said Company, that they know the corporate seal of said Company, that the seal affixed to the foregoing instrument, purporting to be the corporate seal of said Company, is such corporate seal, that it was affixed thereto by order of the Board of Directors of said Company, and that they signed their names thereto by the like order as the President, and Secretary and Treasurer, of said Company, respectively, and the said James P. Wallace and F. J. Ogden, also severally acknowledged to me that they had executed the foregoing instrument, and that the same was

their free act and deed, and the free act and deed of the said Company for the purposes therein mentioned.



In Witness Whereof, I have hereunto set my hand and affixed my official seal.

CHARLES NETTLETON,
Commissioner for Missouri and New York,
117 Broadway, New York City.

STATE OF MISSOURI, }
COUNTY OF MARION, } ss.

Be it remembered, that on this 21st day of February, A. D., 1872, before the undersigned, a Notary Public within and for the County of Marion, in the State of Missouri, personally came Alfred W. Lamb, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, and who is also known to me to be the President of the HANNIBAL AND CENTRAL MISSOURI RAILROAD COMPANY, and acknowledged that he executed said instrument of writing as President of said Railroad Company for the uses and purpose therein mentioned, and also acknowledged that the seal thereto attached is the corporate and common seal of the said Railroad Company and was thereto affixed by their authority, and that he subscribed his name thereto by like authority.

Notarial Certificate
of Acknowledgment.



In Testimony Whereof, I have hereto set my hand and affixed my official seal at my office in Hannibal the day and year above written.

WILLIAM C. FOREMAN, *Notary Public.*

[The original of the foregoing instrument was filed for record in the office of the Recorder of Deeds for Marion County, State of Missouri, February 21, 1872, and is recorded in said office in Deed Book Y², on pages 240 to 247 inclusive. The foregoing is an accurate copy of the instrument as there recorded.]



MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

FIRST CONSOLIDATED AND SINKING FUND MORTGAGE.

FEBRUARY 1, 1871.

THIS INDENTURE, made the 1st day of February, one thousand eight hundred and seventy-one, between the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY of the one part, and the UNION TRUST COMPANY, of New York, of the other part.

Whereas, a railroad company, known as the Union Pacific [Railway] Company, Southern Branch, was duly incorporated on or about the twenty-fifth day of September, one thousand eight hundred and sixty-five, under and by virtue of an act of the Legislature of the State of Kansas, entitled "An Act to provide for the Incorporation of Railroad Companies," approved February 13, 1865, to construct and operate a railroad extending from Junction City (near Fort Riley), in Davis County, in the State of Kansas, thence down the Valley of the Neosho River to the southern boundary line of said State;

And Whereas, said Railway Company, by virtue of divers acts of Congress, and of the Legislature of the State of Kansas, acquired the title to certain lands situate in said State to aid in the construction of said railroad;

And Whereas, said Railway Company, for the construction and equipment of said railroad, heretofore issued its bonds for the sum of one thousand dollars each, amounting in the aggregate to the principal sum of four million, two hundred and fifty thousand dollars, and numbered from one to four thousand two hundred and fifty, both inclusive, all of which said bonds bear date the fourteenth day of November, one thousand eight

Parties.

Preamble.

Incorporation of
Union Pacific Rail-
way Company,
Southern Branch.

Lands acquired.

Bonds authorized
under Mortgage of
Union Pacific Rail-
way Co., Southern
Branch, to Sage and
Cordrey, Trustees,
Nov. 14, 1868,
\$4,250,000.

hundred and sixty-eight, and are secured by a trust deed or mortgage of the same date, executed by said Railway Company to Russell Sage and N. A. Cowdrey, of the City of New York, and duly recorded in the State of Kansas, conveying the right of way, road, franchises, property, real and personal, and the lands granted to said Railway Company, and providing for the creation of a sinking fund for the payment of said bonds, as by reference thereto will more fully appear;

Name changed.

And Whereas, the said Railway Company afterwards, and in pursuance of the the power and authority conferred by the laws of the State of Kansas, changed its name to the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY;

Incorporation of
Labette and Sedalia
Railway Company.

And Whereas, a certain other railroad company was duly incorporated under and by virtue of the laws of the State of Kansas, by the name of the Labette and Sedalia Railway Company, to construct and operate a railroad from a point in Labette County, in said State, on the line of the railroad of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY aforesaid, northeastwardly, through Neosho, Crawford, and Bourbon Counties, to the boundary line between the States of Kansas and Missouri, and to the point in such boundary line where the same intersects the road of the Tebo and Neosho Railroad Company, a corporation duly created under and by virtue of an act of the General Assembly of the State of Missouri, approved March 12, 1859;

Consolidated with
M. K. & T. Ry. Co.

And Whereas, by virtue of the laws of the State of Kansas, the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and the Labette and Sedalia Railway Company, were consolidated and became one corporation, under the name of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY;

Bonds authorized
under Mortgage of
the M., K. & T. Ry.
Co., to Union Trust
Co., Trustee, Aug. 1,
1870, \$1,200,000.

And Whereas, the said the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, for the purpose of building, equipping, and operating that portion of its said railroad formerly owned by the Labette and Sedalia Railway Company, as above described, heretofore issued its bonds for the sum of one thousand dollars each, amounting in the aggregate to the principal sum of one million, two hundred thousand dollars, and numbered from one to twelve hundred, both inclusive, all of which bear date the first day of August, one thousand eight hundred and seventy, and are secured by a trust deed or mortgage of

the same date, executed by said Company to the Union Trust Company of New York, conveying all that portion of its said railroad above mentioned, with the right of way, franchises, and all the property, real and personal, thereto belonging, and providing for the creation of a sinking fund for the payment of said bonds, as by reference to said trust deed or mortgage, duly recorded in the State of Kansas, will more fully appear ;

And Whereas, the Tebo and Neosho Railroad Company, Bonds authorized under Mortgage of Tebo & Neosho R. R. Co. to Union Trust Co., Trustee, June 1, 1870, \$2,000,000. duly incorporated as hereinbefore mentioned, for the purpose, among other things, of building, equipping, and operating a railroad running from Sedalia, in Pettis County, and State of Missouri, southwesterly to the boundary line between said State and the State of Kansas, did for that purpose issue its bonds for the sum of one thousand dollars each, amounting in the aggregate to the principal sum of two million dollars, and numbered from one to two thousand, both inclusive, all of which are dated the first day of June, one thousand eight hundred and seventy, and are secured by a trust deed or mortgage of the same date, executed by the said Company to the Union Trust Company of the City of New York, conveying the said railroad, its rights, franchises, and property, real and personal, and providing for the creation of a sinking fund for the payment of said bonds, as by reference to said trust deed or mortgage, duly recorded in the proper office in the State of Missouri, will more fully appear ;

And Whereas, after the issue of said bonds, and the execution of said trust deed or mortgage by the Tebo and Neosho Railroad Company, the said Company, by virtue of the power and authority conferred by the statutes of the State of Missouri, sold the railroad above described, and all the corporate rights and franchises held and owned by said Company, to the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and the said last-named Company became *to* [the] owner thereof, and vested with all the corporate rights, powers and franchises appertaining thereto, and to the said Tebo and Neosho Railroad Company belonging, subject to the lien and operation of the trust deed or mortgage aforesaid ; Sale of Tebo & Neosho R. R. to M. K. & T. Ry. Co.

And Whereas, the said the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY is the owner of the right and franchise, under and by virtue of two several Acts of Congress, approved Right of M., K. & T. Ry. Co. to extend its Road into and through Indian Territory.

July 25 and July 26, 1866, respectively, and the order and approval of the President of the United States thereupon, to extend, construct, and operate their said railroad from the present terminus of their main line in the southern boundary line of the State of Kansas, through the Indian Territory, to a point at or near Preston, in the State of Texas;

Other Rights.

And Whereas, the party of the first part is the owner of other corporate rights and franchises not included in this deed of trust or mortgage;

Grantor described.

And Whereas, the party of the first part to this Indenture is the said the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, owning and operating their main line from Junction City, aforesaid, to the southern boundary line of the State of Kansas, with the right and franchise to extend the same through the Indian Territory, as above mentioned, and those other portions of their railroad extending from the junction with the said main line in Labette County, northeasterly to the boundary line between the States of Kansas and Missouri, and thence still further northeasterly to Sedalia in said last-mentioned State;

Grantee described.

And Whereas, the party of the second part is a corporation duly organized in the City of New York, with the power to take and hold property in trust, and for such uses and purposes as the party creating such trust may direct and appoint;

Object and purpose of Trust Deed.

And Whereas, the said party of the first part is desirous of calling in and retiring all the bonds so as aforesaid issued by the said the Union Pacific Railway Company, Southern Branch, the Tebo and Neosho Railroad Company, and the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, respectively, or so many thereof as may be still outstanding, by issuing its own bonds in exchange therefor; and also of borrowing money by the issue of other of its own bonds, for the purpose of building, equipping, and operating all such of its roads and portions of roads hereinbefore described, as are not yet fully constructed and equipped; and for the several purposes aforesaid, has resolved to issue such bonds, in the sum of one thousand dollars each, amounting to the aggregate principal sum of fourteen millions of dollars, and numbered from one to fourteen thousand, both inclusive, and that each of the said bonds shall be in the words and figures following, subject only

to necessary variation as to the distinguishing numbers and amount thereof:

UNITED STATES OF AMERICA,

STATES OF KANSAS AND MISSOURI.

Form of Bond.

MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

First Mortgage Seven per Cent. Land Grant and Sinking Fund Gold Bond.

No. ———

\$1,000.

Free of U. S. Government Tax.

Know all Men by these Presents, that the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY is indebted to the Union Trust Company, of New York, or bearer, in the sum of one thousand dollars in gold coin of the United States, which the said Railway Company promises to pay to the bearer hereof on the first day of February, in the year nineteen hundred and four, in the City of New York, with interest thereon from the date hereof at the rate of seven per cent. per annum, payable in gold coin aforesaid, semi-annually, at its office or agency in the City of New York, on the first days of August and February in each year, upon the presentation and surrender of the coupons hereto attached, as they severally become due as provided therein; and in case of default in the payment of any half-yearly installment of interest, which shall have become due and been demanded, and such default shall have continued six months after demand, the principal of this bond shall become due in the manner and with the effect provided for in the trust deed or mortgage hereinafter mentioned.

Seven per cent. —
Gold — Principal
and Interest.

Default continued
for Six Months.

This bond is one of a series numbered consecutively from one to fourteen thousand, both inclusive, each for the sum of one thousand dollars, amounting in the aggregate to the sum of fourteen millions of dollars, all of which are of like tenor, date, and effect, and all equally secured by a trust deed or mortgage, dated the first day of February, in the year of eighteen hundred and seventy-one, duly executed and delivered by the said Railway Company, and recorded in the proper offices in the States of Kansas and Missouri, and elsewhere, and conveying to the said Union Trust Company, of New York, in trust, the corporate property, real and personal, of the said party of the first part therein described, and all its franchises and the privi-

Series of 14,000
Bonds.

leges appertaining thereto, as more fully set forth in said trust deed or mortgage.

Sinking Fund.

This bond is entitled to the benefit of a sinking fund, as provided by said trust deed or mortgage, whereby the principal of said bond will be redeemed in thirty-three years from the date hereof. Bonds equal in amount to the accumulations in said sinking fund will be redeemed at their par value annually, commencing after three years from the date hereof. Notice of the numbers of the bonds so allotted for redemption will be published in two or more daily newspapers printed in the City of New York, for sixty days, at the expiration of which time interest thereon shall cease.

Registration and Transfer.

This bond shall pass by delivery or by transfer on the books of the Company in the City of New York, and such other places in this country and in Europe as said Company may hereafter designate. After a registration of ownership, certified hereon by the Secretary of the Company, or its transfer agent, no transfer, except on the books of the Company, shall be valid unless the last transfer shall have been to bearer, the bond to be entitled to successive registrations and transfers to bearer, at the option of each holder, and other privileges in that behalf mentioned in said trust deed or mortgage.

Certification.

This bond shall not become obligatory until it shall have been authenticated by a certificate indorsed hereon, duly executed by the Trustee aforesaid, to the effect that the same is properly issued.

In Witness Whereof, the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY has caused these presents to be executed by its President and Secretary, and its corporate seal to be hereto affixed, this first day of February, A. D., eighteen hundred and seventy-one.

_____, *President.*

_____, *Secretary.*

This Indenture conveys.

Now, Therefore, This Indenture Witnesseth, that the said party hereto of the first part, for and in consideration of the premises and of the sum of one dollar to it duly paid by the party hereto of the second part, and in order to secure the payment of the principal and interest of the said bonds, according to the tenor thereof, hath granted, bargained, sold, assigned, transferred, and conveyed, and by these presents doth grant,

bargain, sell, assign, transfer, and convey unto the said party of the second part, its lawful successor, or successors, in the trust hereby created, and assigns:

FIRST. — All and Singular the Railroad as the same is constructed extending from Junction City, in Davis County, State of Kansas, down the Valley of the Neosho River, through the Counties of Davis, Morris, Lyon, Coffee, Woodson, Allen, Neosho and Labette, to a point in the southern boundary line of said State, between the Neosho River and the western boundary of Labette County, a distance of one hundred and eighty-two miles, more or less.

Road from Junction City to State Line, 182 Miles.

And Also all the right, title, and interest which the party of the first part has, by reason of the construction of said line of said road to and in any land or lands heretofore granted by any act of Congress to the State of Kansas to aid such construction, the said lands being the same, or so much thereof as remain unsold, which were granted by acts of Congress to the State of Kansas, and by said State to the Union Pacific Railway Company, Southern Branch, above mentioned; and also all the right, title, and interest of the said party of the first part, in and to the proceeds of such of said lands as may have been sold which heretofore belonged to the said Railway Company, or in which the said Company was in any way interested; and also all the right, title, and interest of the said party of the first part in and to any proceeds of lands granted to the State of Kansas, by Act of Congress, entitled “An Act to appropriate the Proceeds of the Sale of Public Lands, and to grant Pre-emption Rights,” approved September 4, 1841, and heretofore sold by said State under and by virtue of an Act of the Legislature of the State of Kansas, entitled “An Act providing for the Sale of Public Lands to aid in the construction of certain Railroads,” approved February 23, 1866; and also all the right, title, and interest of the party of the first part in and to such of the lands granted by the Act of Congress aforesaid, which were heretofore sold and conveyed by the State of Kansas to the Land Grant Railway and Trust Company, and by said Company to the party of the first part; together with all and singular the tenements, hereditaments, rights, privileges, easements, income, advantages, and appurtenances to the said lands and premises belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title

Land Grants.

and interest, property, claim, and demand whatsoever, at law or in equity, of the said party of the first part of, in, and to the same, and any and every part or parcel thereof (the extent and aggregate area of the lands to which the party of the first part is so entitled being estimated at 1,200,000 acres of land), situate in the State of Kansas.

Franchises in Indian Territory.

SECOND. — All the Privileges and Franchises acquired by the said party of the first part, under and by virtue of two several Acts of Congress, approved July 25 and July 26, 1866, and the order and approval of the President of the United States thereupon, to extend, construct, and operate the said line of railroad from the said southern boundary line of the State of Kansas, southerly through the Indian Territory to the northern boundary line of the State of Texas, to a point at or near the town of Preston, in said State, a distance of two hundred and fifty miles, more or less; and also all the right, title, and interest which the party of the first part now has, or may hereafter acquire by reason of constructing the extension of the said line of railroad through the Indian Territory, in and to any land or lands granted by the Acts of Congress aforesaid, or which the said party of the first part now has or may hereafter acquire, under and by virtue of any treaty or treaties from any Indian nation or tribe, or otherwise howsoever, appertaining to the aforesaid extension; together with all the rights, privileges, tenements, hereditaments, and appurtenances that may belong or appertain thereto, the land granted under said Acts of Congress being ten alternate sections of land on each side of said railroad. Reserving therefrom any right, franchise, or privilege, or land appertaining thereto, under the Acts of Congress aforesaid, to extend said road, or construct a branch thereof through a portion of the Indian Territory to Fort Smith.

Lands acquired in Indian Territory.

Reservation as to Ft. Smith Branch.

Road from Sedalia to State Line, 100 Miles.

THIRD. — All and Singular the Railroad, as the same is now constructed, extending from Sedalia, in Pettis County, in the State of Missouri, to the western boundary of said State, a distance of one hundred miles, more or less, being the railroad acquired by the party of the first part by purchase from the Tebo and Neosho Railroad Company, as hereinbefore mentioned.

Road from Parsons to State Line, 60 Miles.

FOURTH. — All and Singular the Railroad which the Labette and Sedalia Railway Company were authorized to construct and operate, as hereinbefore mentioned, and which is

now being constructed by the party of the first part from the town of Parsons, in Labette County, in the State of Kansas, on the main line of the railroad of the party of the first part, northeasterly through Labette, Neosho, Crawford, and Bourbon Counties, to the boundary line between the States of Kansas and Missouri, and to the point in said boundary line where the same intersects the railroad acquired by the said party of the first part from the Tebo and Neosho Railroad Company, as aforesaid, a distance of sixty miles, more or less.

FIFTH.—**And also** all the following property, real and personal, now owned, or which may be at any time hereafter acquired by the party of the first part, for the use of any or all the railroads above described, including the said extension of the main line of said railroad, and thereto belonging—namely, all the lands, tenements, and hereditaments, and rights of way, and all lands appropriated, or which may hereafter be appropriated, for depots, superstructures, buildings, erections, and fixtures; and also all tracks, bridges, viaducts, culverts, fences, and other structures; depots, engine-houses, car-houses, freight-houses, wood-houses, and other buildings; and all machine-shops and other shops; and also all locomotives, tenders, cars, and other rolling stock or equipments; and [also] all machinery, tools, implements, fuel, supplies, and materials for constructing, operating, repairing or replacing the said railroads, or any or either of them; and also all corporate and other franchises, powers, rights and privileges, now held and owned, or which may be hereafter acquired by the party of the first part, connected with or relative to the said railroads, or any or either of them,

Real and Personal Property.

Buildings, etc.

Rolling Stock, etc.

Franchises, etc.

To Have and to Hold, all and singular the above mentioned and described premises, rights, franchises, railroads, and real and personal property, unto the said party of the second part, its successor or successors and assigns, in trust, and for the uses, intents, and purposes hereinafter expressed and declared of and concerning the same, that is to say:—

To have and to hold.

Trusts declared.

ARTICLE FIRST.—**No One of the said Bonds** shall be deemed issued, or be valid or secured by this mortgage, until there shall have been indorsed upon it a certificate duly signed by the party of the second part, its successor or successors in this trust, to the effect following, viz.:—

Trustees' Certificate.

“The within bond is one of fourteen thousand bonds issued under and in pursuance of the Consolidated Mortgage made by

the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and is secured thereby."

7345 Bonds, how
used.

ARTICLE SECOND. — **Seven Thousand Three Hundred and Forty-five of said Bonds**, being those numbered from one to seven thousand three hundred and forty-five, both inclusive, or so many thereof as shall be necessary, shall be issued and used only in exchange for bonds equal in amount and now outstanding, heretofore issued, as hereinbefore recited, either by the said Union Pacific Railway Company, Southern Branch, or by the said Tebo and Neosho Railroad Company, or by the said party hereto of the first part; and until so exchanged for a bond of equal amount as aforesaid, no one of said seven thousand three hundred and forty-five bonds, so numbered as aforesaid, shall be deemed issued or shall be secured by this mortgage. And whenever any one of said outstanding bonds shall have been so received by the party of the second part, its successor or successors in this trust, in exchange, the same shall be registered as an exchanged bond, together with the date of exchange, the name of the person from whom it was received, and the number of the bond given in exchange therefor, and shall be safely kept until all the bonds of like description shall have been in a like manner received in exchange, or shall have been redeemed or otherwise paid off and satisfied, and thereupon the bonds so received in exchange, and *comproising* [comprising] all of the like description, tenor, and effect, not otherwise redeemed and paid, shall be cancelled by the party of the second part, its successor or successors in this trust, and delivered to the party of the first part, and the trust deed or mortgage securing the same shall thereupon be duly satisfied and discharged of record. And the books of registry and account of said bonds, so exchanged, shall be kept open for the examination and inspection of any party in interest, at all reasonable times.

Exchange of Bonds. **And it is further Mutually Understood and Agreed**, by and between the parties hereto, that whenever under and by virtue of the provisions of either of the aforesaid trust deeds and mortgages, either of the bonds so received in exchange as aforesaid shall be drawn by lot for redemption, the bond issued in exchange for the one so drawn shall be redeemed and paid off by the said party of the second part, its successor or successors, and the said exchanged bond, and the one so issued for it, shall be cancelled and delivered up to the party of the

first part; and in case, upon the satisfaction and discharge of either of said trust deeds or mortgages, there shall be in the possession or under the control of the Trustee or Trustees thereunder any moneys, notes, bills, bonds, choses in action, or other things of value received and held by it or them, as and for, or on account of and belonging to the sinking fund created by either of said trust deeds or mortgages, the same, and every part and parcel thereof, shall thereupon be paid, transferred, assigned, and made over unto, and be held by, the party of the second part, its successor or successors in this trust, subject to the trusts herein expressed and declared.

Sinking Funds under other Mortgages.

ARTICLE THIRD.—**Two Thousand Six Hundred and Fifty-five of the Bonds** hereby secured, being those numbered from seven thousand three hundred and forty-six to ten thousand, both inclusive, shall be issued and forthwith delivered to the party of the first part.

2655 Bonds, how used.

ARTICLE FOURTH.—**The Remaining Four Thousand of the Bonds** secured hereby, being those numbered from ten thousand and one to fourteen thousand, both inclusive, shall be issued and used only for the construction of the proposed extension of the railway of the party of the first part south of the Arkansas River, and extending southerly a distance of one hundred and sixty miles, more or less, through the Indian Territory, as hereinbefore recited. Such bonds shall only be issued and delivered to the party of the first part in proportionate amounts and upon the completion of any section or sections of said road, the length of which completed section or sections shall be determined by the certificates of the Chief Engineer and General Superintendent and the President of the party of the first part: *Provided*, however, that whenever any contract or contracts for the construction of any fifty miles of such proposed extension shall be made, a proportionate amount of said bonds shall, at the option of the party of the first part, be issued and delivered to it by the party of the second part, to be used in the construction, completion, and equipment of such portion or portions of road; and, *provided further*, that all or any part or portion of such bonds may be offered for sale at any time hereafter; and in case sales thereof shall be made, the proceeds shall be received by the party of the second part, its successor or successors in this trust, and proportionate amounts thereof, determined in like manner, shall be paid to the party of the first part in place of a delivery of bonds as in this article is provided.

4000 Bonds, how used.

Extension through Indian Territory.

Bonds issued upon Contracts for Building 50 Miles of Road.

Sales of Bonds.

Sinking Fund.

ARTICLE FIFTH. — And for the Purpose of Providing a Sinking Fund for the redemption of the bonds secured hereby, it is further understood and agreed between the said parties hereto, as follows: The party of the first part shall pay to the party of the second part, its successor or successors in this trust, on the first day of February, one thousand eight hundred and seventy-four, a sum equal to one per cent. in gold coin aforesaid, of the aggregate principal of the bonds mentioned in Article[s] Third and Fourth, which shall have then been delivered to the said party of the first part, or sold, and of the bonds set apart in Article Second to be exchanged for outstanding bonds secured by the said trust deeds or mortgages made by the Union Pacific Railway Company, Southern Branch, and the Tebo and Neosho Railroad Company and the party hereto of the first part, or by either of said trust deeds or mortgages, if they or either of them shall have then been satisfied and discharged of record as provided in Article Second; and shall also pay on or before the first day of February, in every year thereafter, a like sum, and interest at the rate of seven per cent. in the same coin, upon all payments theretofore made.

Satisfaction of Prior Mortgages.

If the said last mentioned trust deeds or mortgages, or either of them, shall not have been satisfied and discharged of record, as provided in Article Second, on or before the first day of February, one thousand eight hundred and seventy-four, then whenever either of said trust-deeds or mortgages shall have been so satisfied and discharged, the party of the first part shall, on the first day of February next succeeding such satisfaction and discharge, pay to the party of the second part, its successor or successors in this trust, such sum in gold coin aforesaid, as, taken together with the amount then standing to the credit of the sinking fund created by such trust deed or mortgage, would by the provisions of this article, have been received on that day by the said party of the second part, its successor or successors, on account of the bonds set apart to be exchanged for those secured by such trust deed or mortgage, if such trust deed or mortgage had been so discharged on or before the first day of February, one thousand eight hundred and seventy-four; and the said party of the first part shall also pay on or before the first day of February, in every year after such first payment, a sum equal to one per cent. in the gold coin aforesaid, of the aggregate principal of such

bonds and interest at the rate of seven per cent. in the same coin on all payments theretofore made.

If all the bonds mentioned in Article Fourth shall not have been delivered to said party of the first part, or sold, by the said first day of February, eighteen hundred and seventy-four, then on the first day of February next succeeding the issue of any portion of such bonds, either by delivery to the party of the first part, or by sale thereof, the party of the first part shall pay to the party of the second part, its successor or successors, such sum in gold coin aforesaid as by the provisions of this Article would have been received to that date, by the party of the second part, its successor or successors, on account of such bonds, if such issue had been made on or before the said first day of February, eighteen hundred and seventy-four; and the said party of the first part shall also pay on or before the first day of February, in every year after such first payment, a sum equal to one per cent. in gold coin aforesaid of the aggregate principal of such bonds, and interest at the rate of seven per cent. in the same coin on all payments theretofore made.

And in case such satisfaction and discharge of the said trust deed or mortgage of the Union Pacific Railway Company, Southern Branch, shall have been in consequence of the payment or redemption of the bonds secured by such deed of trust or mortgage under the provisions in that behalf therein contained, then the moneys, notes, bills, bonds, choses in action, mortgages, and all other things of value remaining in possession of, or held by, the Trustees of said deed of trust or mortgage, shall be paid, assigned, transferred, and set over unto the party hereto of the second part, its successor or successors in this trust, and shall thereafter become and be held upon the trusts herein expressed and declared; and the moneys so paid, and all other sums collected or received from the said choses in action, and other securities so transferred as aforesaid, shall be and become a part of the trust fund created and set apart for the payment of the interest upon, and the redemption of the bonds issued under and by virtue of these presents.

Satisfaction of Mortgage of Union Pacific Railway Co., Southern Branch.

It is further Expressly Understood, that before the party of the first part shall be required to make either or any of the payments in this article directed, it shall receive credit on account thereof for all moneys that shall have been received during the year in which such payment is to be made by the

Credits to be allowed Company.

party of the second part, its successor or successors, from any source from which, by the provisions of these presents, moneys forming a part of the sinking fund are to be derived.

Trustee to designate
by Lot Bonds for
Payment.

And it is further Mutually Agreed, by and between the parties hereto, that immediately after the payment into the sinking fund of any sum of money hereby required to be paid, the party of the second part, its successor or successors in this trust, will designate by lot a number of bonds, sufficient to equal, as near as may, be the accumulations of the said fund applicable thereto, for redemption, at the par value thereof, and shall thereupon cause a notice to be printed in two or more of the daily newspapers published in the City of New York, for sixty days, stating the numbers of the bonds so designated for redemption, and at the expiration of such time interest on the said bonds shall cease.

Notice of Bonds
called in.

Surplus Moneys to
be applied in Pay-
ment of Interest
Coupons.

ARTICLE SIXTH.—And it is further Understood and Agreed by and between the parties hereto, that if, after passing to the credit of the party of the first part on account of the moneys to be paid into the sinking fund as hereinbefore provided, all moneys, proceeds of the sales of any of the lands hereby conveyed, other than the lands conveyed by the trust deed or mortgage of the Union Pacific Railway, Southern Branch; and, after the satisfaction of said last named mortgage, then all moneys, proceeds of the lands conveyed thereby, there shall remain in the hands or under the control of the party of the second part, any surplus over and above the amount to be paid in each year into said sinking fund, the party of the second part, its successor or successors, shall apply such surplus as the party of the first [part] may elect, either directly to the payment of the interest coupons hereby secured, at its office in the City of New York, or by the payment of such surplus to the party of the first part, on the presentation and surrender of a like amount of such coupons paid by the party of the first part.

Subdivision Bonds of
\$50, \$100 or \$500.

ARTICLE SEVENTH.—The said Party of the First Part shall have the right, at its option, to issue, or exchange and reissue, either or any of the bonds hereby secured, in subdivisions of fifty, one hundred, or five hundred dollars each, in such form as shall be approved by the said party of the second part, such subdivision bonds to be authenticated by certificates indorsed thereon, duly signed by the said party of the second part, and each of them to bear the number of the bond to

which it shall belong; and, in addition thereto, a letter of the alphabet, commencing with the letter A, for the first subdivision of every bond so subdivided, and so on in the consecutive order of the letters of the alphabet for the remaining subdivisions of every such bond.

ARTICLE EIGHTH. — **The Party of the First Part** doth hereby further covenant and agree to and with the party of the second part, and its successor or successors in this trust, that the party of the first part shall at all times hereafter keep at its office in the City of New York, and in such other places in this country or in Europe as it may hereafter appoint, a book or books, which shall be respectively designated as “*The Register of Bonds, issued under the Consolidated Mortgage;*” and that any holder of any of the bonds issued under the provisions of this indenture may there register his bonds upon presenting the same; and that when a bond is so registered in the name of any person, such person shall be deemed and regarded as the owner of such bond; and that all payments of either principal or interest thereon shall thereafter be made to him or his order only; and that such payments to him or to his order shall be valid payments of such principal or interest, and a discharge to the party of the first part to the extent of the sums so paid. And also that such registry may be changed upon presentation of the bond with the written order of the person in whose name it is registered, properly authenticated, to the name of such person as may by the said written order be designated for the purpose, and he shall thereafter be deemed and regarded as the owner of the bond and its interest coupons, under the same circumstances and conditions, and with the same rights as the prior owner, including the right to change the registration in manner aforesaid; and so from time to time as the owner for the time being may desire; and that the registered holder may also have the right to register the bond as payable to bearer, in which case the bond and interest coupons shall be payable to the holder presenting the same. And any holder of a bond so registered as payable to bearer may again cause it to be registered in his name, with the same effect as the first registration, and successive registrations may in the same manner be made from time to time as may be desired; and also that the holder of any of said bonds may, at his option, surrender the coupons attached thereto to be cancelled, in which case interest thereon will thereafter be payable to him or his order only.

Registration of
Bonds.

Registration to
Bearer.

Company to make
Lists, Schedules and
Maps of Land.

ARTICLE NINTH. — It is further Mutually Agreed, by and between the parties hereto, that the said party of the first part will, with all reasonable dispatch, make and deliver to the said party of the second part true and accurate lists, schedules, and maps showing the numbers, precise quantity of lands, location, position, and boundaries of each and every piece, parcel, section, or parts of sections of the aforesaid lands now owned, or any lands which may be hereafter owned or acquired by it, not required for the necessary or convenient operation of the Railroads of the party of the first part, and also lists and schedules showing the minimum valuation and prices at which the respective pieces, parcels, sections, or parts of sections of said lands may be sold and conveyed, as hereinafter provided, which shall be approved by the Board of Directors, and signed by the President and Secretary of the party of the first part, and also approved and signed by the party of the second part. But it is understood and agreed, by and between the parties hereto, that the said party of the first part by and with the consent and approval in writing of the party of the second part or of its successor or successors in this trust, may at any time, not oftener than once in each year from the date of the last approval by the party of the second part, revalue all of said lands not then sold, and reassign to each parcel or section of the then unsold lands a new minimum price, and upon the approval of the said party of the second part of such new valuation or minimum prices, the same shall thereafter become binding upon both parties hereto.

May re-value the
Lands on Approval
of Trustee.

How Deeds shall be
given to Purchasers
of Land.

And that the said Party of the First Part, with the consent in writing of said party of the second part, its successor or successors in this trust, may sell and convey any such lands not necessary or required to be retained for the convenience and use of the Company, and that whenever the said party of the first part shall, from time to time, certify to said Trustee that it has sold or contracted for the sale of any sections, parcel or parcels of said lands, the said Trustee, its successor or successors in the trust, shall and will join with the said party of the first part in duly executing a deed or contract sufficient in law to convey to the purchaser, his heirs or assigns, all the right, title, interest, property, possession, claim, demand, and estate of both the parties to this indenture in and to the parcel or section of land so sold. And the said party of the second part shall and will deliver such deed or

contract to such purchaser, upon receiving from him the whole price of such parcel or section of land, either in cash, or, if such land be sold upon credit, then upon receiving from such purchaser such portion of the said price as shall be agreed to be paid in cash (which shall not be less than ten per cent. of the whole price), together with a bond for the residue of the purchase-money, secured by mortgage upon the land thus sold, executed by the purchaser to said party of the second part in due form, to secure to it the payment of the residue, with interest thereon at the rate of not less than seven per cent. per annum, payable semi-annually or annually; and every such bond and mortgage shall contain a provision to the effect that in case the interest thereon shall remain in arrear and unpaid for six months after the same shall become due, then the whole amount of the principal sum mentioned therein shall thereupon, immediately after the expiration of the said six months, become due and payable; and every such mortgage shall also contain a personal obligation on the part of the purchaser and mortgagor to pay the principal and interest thereby secured, at the times and according to the terms, tenor and legal effect of said bond therein mentioned. The deeds so to be given shall bear even date with the bonds and mortgages so to be executed, and shall specify the actual and true amount of the whole consideration-money or price, and the manner in which the same has been paid or secured; every such bond and mortgage shall be held by said Trustee for the purpose of the trusts herein declared, and as part of the trust estate, and as security for the bonds this mortgage is given to secure. Subject, however, until the above mentioned mortgage of the said Union Pacific Railway Company, Southern Branch, shall have been fully satisfied, to the right of the Trustees therein to receive or claim the consideration for the sale of any portion of the lands included in said mortgage.

Lands may be Sold
on Credit.

Mortgage by Pur-
chaser to secure Pur-
chase Money.

And it is further Agreed, between the parties hereto that out of the proceeds of sales of the aforesaid lands, the said party of the second part shall pay, from time to time, as required by the said party of the first part, all necessary and proper expenses of the Land Department of the said party of the first part, as shown by accounts thereof, to be duly verified, including salaries, office expenses of land commissioners, expenses of appraising, surveying, and locating lands, taxes, stamps, and fees, expenses of advertising, printing, and

Expenses of Land
Department and
Services of Trustee.

Proceeds of Sales
paid into Sinking
Fund.

stationery, and of foreign agents, commissions on sales made by agents, gratuities and allowances for improvements, and legal expenses. And that said party of the second part shall retain to its own use out of the proceeds of said sales its own just allowances for services rendered and expenses incurred in the premises. And that the balance of the proceeds of sales of the aforesaid lands shall be appropriated to the purposes of the sinking fund hereinabove provided for the redemption of the bonds hereby secured, except as herein otherwise directed.

Conflicts of Title be-
tween Company and
Pre-emptors.

And it is further Mutually Agreed, by and between the parties hereto, that in the event of a conflict of claims to the title to any of the above described lands, on the part of pre-emptors or other claimants or actual settlers thereon, the said party of the first part and the said Trustees, shall have power to amicably compromise, settle and adjust said claims, on such terms as said Trustees shall approve.

Authority to increase
Mortgage Debt, in
case Road is extended
or other Roads are
purchased or con-
structed.

ARTICLE TENTH. — It is further Mutually Agreed, by and between the parties hereto, that if the said party of the first part shall hereafter, under any right or franchise now owned by it, and not conveyed by this trust deed or mortgage, further extend its said road, or shall under any right or franchise now owned, or hereafter to be acquired, construct any other railroad or railroads or become the owner of any other railroad already constructed, then for every such extension, and every such railroad constructed or to be constructed, a further issue of bonds may be made hereunder by the said party of the first part, the aggregate amount of which shall not exceed the rate of twenty thousand dollars for every mile of road, where lands shall not have been granted by any State or by the United States to aid [in] the construction thereof, and twenty-five thousand dollars per mile in all cases where lands shall have been so granted; such bonds to be issued in the same proportions and upon the same condition[s] as hereinbefore provided in Article Fourth for the issue of the bonds to which said Article relates; and in case said bonds are sold, the proceeds to be paid over as also in said Article provided. And all such bonds shall be of the same tenor as that provided for in the form of bond hereinbefore set forth, subject only to necessary variation as to the distinguishing numbers and the dates thereof, and shall bear numbers running from the number fourteen thousand upwards, and shall be entitled to the benefit of a sinking fund, to be created in the same manner as is here-

Rate, \$20,000 and
\$25,000 per Mile.

inbefore provided. And the said party of the first part hereby agrees to execute and deliver to the said party of the second part, its successor or successors, upon every such further issue of bonds, any further reasonable and necessary trust deed or mortgage, to bring in and subject to the conditions of these presents every such extended or future acquired road, *any* [and] every other land and property, real or personal, that may hereafter be acquired by it for the purpose and with the intent of securing the payment of the said bonds composing every such increased issue, as well as the bonds hereinabove described, equally and alike upon the property of the said party of the first part, with the interest due and to grow due thereon, and the payment to said Trustee of the said sinking fund, in the same manner as if all said bonds had been originally secured by one and the same trust deed or mortgage.

Covenant for further Assurance.

Provided, however, that if any Railroad or Railroads which may hereafter be acquired by the party of the first part shall, at the time of such acquisition, be subject to the lien of any trust deed or mortgage theretofore made to secure bonds then outstanding, no more bonds shall be issued hereunder on any such Railroad or Railroads than such an amount as shall, together with such outstanding bonds, be equal to the rate per mile hereinbefore mentioned; but bonds may be issued hereunder on any such Railroad or Railroads in exchange for an equal amount of such outstanding bonds.

Roads acquired and already Subject to Mortgages.

ARTICLE ELEVENTH. — The said Party of the First Part, hereby further agrees that it will pay or cause to be paid the bonds herein mentioned, and the interest thereon according to the terms thereof, and all taxes, levies, and assessments imposed and assessed, or which may hereafter be imposed or assessed upon the premises, franchises, and property hereby conveyed or intended so to be, and also the United States Government tax upon the interest payable on said bonds and each of them, and represented by the coupons annexed to said bonds, and will, at its own cost and expense, do or caused to be done all things necessary to preserve and keep valid and intact the lien or incumbrance hereby created.

Covenant to pay Taxes, Assessments, etc.

ARTICLE TWELFTH. — In Case Default shall be made in the payment of any interest upon either of said bonds, when the same shall become due and payable, or in the payment of any sum or sums of money hereinbefore provided to be made for

In Case of Default.

Trustee authorized
to take Possession,
etc.

the creation of said sinking fund, and such default shall continue for six months after the same has been demanded, the whole principal sum mentioned in each and all of said bonds then outstanding shall, at the option of the holders of a majority in interest of said bonds, forthwith become due and payable. And in such case it shall be lawful for the said party of the second part, its successor or successors, to enter upon all and singular the Railroads, property, and premises hereby conveyed or intended to be conveyed, and to have, hold, use, and operate the same until the same shall have been sold or otherwise disposed of in pursuance of the power herein-after mentioned, or by virtue of the decree of some Court of competent jurisdiction, and until such time, and from time to time to make all needful repairs and replacements, and such useful alterations, additions, and improvements to said Railroads as may be necessary for the proper working of the same, and to receive the tolls, freight, income, rents, issues, and profits thereof; and after deducting the expenses of operating and managing the said Railroads and other property, and of the said repairs, replacements, additions, and improvements, as well as just compensation for its own services, and for the services of such managers, servants, agents, attorneys, and counsel as may have been by it employed, to apply the moneys accruing as aforesaid, to the payment of the said bonds *pro rata*, and without discrimination or preference, and thereafter to pay over any surplus to the said party of the first part, its successors or assigns, or as any Court of competent jurisdiction shall order, and to restore the said Railroads and other property to the said party of the first part.

Trustee authorized
to demise or let, for
a Term or Period, if
deemed expedient.

Provided, nevertheless, that if the said party of the second part, its successor, or successors in this trust, shall think it expedient after such entry as aforesaid, it shall be lawful for it or them to demise, or let the said Railroad, or Railroads, and premises, to any person or persons, corporation or corporations, willing to work and operate the same, for such term or period, at such rent or proportion of receipts and profits, and generally upon such terms and conditions as the said parties to any such lease shall think fit; and the revenue or income to arise from such demise shall be applied in the same manner as the net revenue or income to arise in the event of the said Railroads being worked and operated by the said Trustee or

Trustees, is applicable under the provision immediately hereinbefore contained.

ARTICLE THIRTEENTH. — In Case Default shall be so made Power of Sale.
 and continue as aforesaid, the party of the second part, its successor, or successors in this trust, may also, and upon the written request of the holders of at least one thousand of such bonds then outstanding, amounting to one million dollars, shall foreclose this mortgage by legal proceedings, or sell or cause to be sold the said Railroads, franchises, and property, real and personal, hereby conveyed or intended so to be, and all benefit and equity of redemption of the party of the first part, in and to the same and every part thereof, with the benefit of the franchises aforesaid which said last mentioned sale shall be at public auction at the City of New York, or at either of the capitals of said States of Kansas and Missouri, on previous notice of the time and place of such sale, by advertisement, Notice of Sale.
 published not less than three times a week for ten weeks in at least two newspapers of general circulation published in the City of New York, and two in each of the said States of Kansas and Missouri, and in such other places as may be required by law; and in such case said party of the second part, its successor or successors in this trust, shall make and deliver to the purchasers of the said premises good and sufficient deeds of conveyance for the same, in fee simple, and Trustee's Deed.
 said sale and conveyance shall be a perpetual bar, both in law and equity, against the party of the first part, its successors and assigns, and all other persons claiming by, through, or under them, of all right, title, interest, or claim in or to said railroads, premises, and property, and every part and parcel thereof. And in case of such sale, the party of the second part, its successor or successors, may bid for and purchase Trustee may purchase on Behalf of Bondholders.
 said property, real or personal, or any part thereof, in behalf of the holders of said bonds.

In Case of such Sale, the said party of the second part shall deduct from the proceeds of such sale its just allowances Expenses of this Trust.
 for the expenses thereof, including attorneys' and counsel fees, and all expenses which may have been incurred in operating, managing, or maintaining the said railroads, or in managing the business thereof, as well as just compensation for its own services, and thereafter shall apply so much of the said proceeds, as may be necessary, to the payment of the

Proceeds of Sale,
how applied.

principal and interest of the said bonds then remaining unpaid, *pro rata*, without discrimination or preference, and any surplus remaining after such payment shall be paid over to the said party of the first part, or as any Court of competent jurisdiction shall order.

Receipt of Trustee,
a Discharge to Pur-
chaser.

And it is hereby Declared that the receipt or receipts of the party of the second part, its successor or successors, shall be a sufficient discharge to the purchaser or purchasers of the premises hereby mortgaged, or any part thereof, and so sold as afore-said, for his or their purchase-money, and that such purchaser or purchasers having such receipts shall not, after the payment thereof, be bound to see to the application of said moneys, or be in any manner answerable for the loss or misapplication thereof.

Trustee may employ
Attorneys, Counsel,
Agents, etc.

ARTICLE FOURTEENTH. — The said Party of the Second Part, and its successors in this trust, may employ, at the expense of the said party of the first part, such attorneys, counsel, or other agents as may be necessary in the execution of the trusts hereby created, and shall be entitled to just compensation for all services rendered in the execution of this trust, and to be reimbursed for all necessary expenditure in and about the same.

Compensation of
Trustee.

Resignation, etc.,
of Trustee.

ARTICLE FIFTEENTH. — And it is further Mutually Agreed that in case of the resignation, removal, insolvency, or incapacity, or inability for any other reason of the said UNION TRUST COMPANY to act in execution of the trust hereby created, then the holders of majority in interest of said bonds may select and designate in writing one or more competent persons, or another corporation competent to act, in the place of said UNION TRUST COMPANY, to execute said trust. And until the bondholders make such selection, the President of the party of the first part, with the consent in writing of the owners or holders of said bonds to the amount of two hundred thousand dollars, may select and appoint one or more persons, or another corporation, competent to act, to fill the vacancy, and the person, persons, or corporation so selected shall have and possess, and be vested with the same rights and powers as a Trustee or Trustees, as he, they, or it, would have had and possessed, or been vested with, had he, they, or it been originally made a party, or parties, to this indenture; and the said party of the first part hereby covenants to make, execute, and

Successor in Trust
appointed.

deliver all such other or further instruments, deeds, or indentures as may be necessary to enable the person or persons, or corporations so appointed, to execute the trust hereby created; and successors of any such new Trustee or Trustees may be appointed in like manner as often as a vacancy in said trust, for either of the causes above mentioned, shall occur.

ARTICLE SIXTEENTH. — **The Party of the First Part** shall, from time to time, and at all times hereafter, and as often as thereunto requested by the party of the second part, its successor or successors, execute, acknowledge, and deliver all such further deeds, conveyances, and assurances in the law, for the better assuring unto the party of the second part, its successor or successors in the trust hereby created, upon the trusts herein expressed, the lands, railroads, equipments, and appurtenances hereinbefore conveyed, or intended so to be, and all other property and things whatsoever which may be hereafter acquired for use in connection with the same or any part thereof, and all franchises now held, including the franchise to be a corporation, as by the party of the second part, its successor or successors, or by their counsel learned in the law, shall be reasonable advised, devised, or required.

Covenant for further Assurance.

ARTICLE SEVENTEENTH. — **And it is further Agreed that** the stamps required by the United States Revenue Laws, instead of being placed on this mortgage, shall be placed on the bonds secured hereby as the same shall be issued.

Bonds to be stamped.

Provided always, and this grant and conveyance is upon the express condition that until some default shall be made in the performance or observance of the conditions, obligations, or requirements herein contained, the said party of the first part shall be permitted to possess, manage, operate and enjoy all the said Railroads, with their equipments and appurtenances, and all other the lands and premises, property and franchises hereinbefore described; and that upon the payment in full of said bonds, and interest due thereon, then the estate, title, and interest hereby granted shall cease, determine, and be void; and the said party of the second part, its successor or successors, in this trust, shall convey, assign, transfer and deliver over to said party of the first part, and its successors, all the said Railroads, their equipments and appurtenances, and all moneys, notes, bills, bonds, mortgages, choses in action, and

Possession to remain with Company, until, etc.

Defeasance.

property, real, personal, and mixed, and things of value remaining in its possession, and shall duly execute and deliver to the said party of the first part a proper release or satisfaction of this mortgage.

In Witness Whereof, the said party of the first part has caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Secretary; and the said party of the second part, to evidence its acceptance of the trust hereby created, has also caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Secretary, the day and year first above written.



MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY,
By LEVI PARSONS, *President*.

H. B. HENSON, *Secretary*.



UNION TRUST COMPANY OF NEW YORK,
By I. H. FROTHINGHAM, *President*.

C. T. CARLTON, *Secretary*.

STATE OF NEW YORK, } ss.
CITY AND COUNTY OF NEW YORK, }

Notarial Certificate
of Acknowledgment.

Be it remembered, that on this first day of February, A. D., one thousand eight hundred and seventy-one, before me, the subscriber, Oliver P. C. Billings, a Commissioner in and for the State of New York, appointed by the Governor of the State of Missouri, to take proof and acknowledgment of deeds, mortgages, or any other instrument to be used or recorded in the said State of Missouri, personally appeared Levi Parsons and H. B. Henson, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture, as respectively President and Secretary, and acknowledged the same to be the voluntary act and deed of said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and each being by me duly sworn, deposes and says, each for himself, that he, Levi Parsons, is President, and [that] he, H. B. Henson, is Secretary, of said Railway Company; that they signed the foregoing instrument as such President and Secretary, and caused the corporate seal of said Company to be affixed thereto, all as the act and deed of said Company, by order and author-

ity of said Company, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, in the City of New York, on the day and year above written.



O. P. C. BILLINGS,
Commissioner for the State of Missouri,
15 Nassau Street, New York.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

Be it remembered, that on this first day of February, one thousand eight hundred and seventy-one, before me, O. P. C. Billings, a Notary Public in and for the City and County of New York aforesaid, residing in said City and County, personally appeared Levi Parsons and H. B. Henson, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture as respectively President and Secretary, and acknowledged the same to be the voluntary act and deed of the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, party of the first part, and each being by me duly sworn, deposes and says, each for himself, that he, Levi Parsons, is President, and that he, H. B. Henson, is Secretary of the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, party of the first part; that they signed the foregoing instrument as such President and Secretary, and caused the corporate seal of said Company to be affixed thereto, all as the act and deed of said Company, by order and authority of said Company, and for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, in the City of New York, on the day and year above written.



O. P. C. BILLINGS, *Notary Public,*
New York County.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

Be it remembered, that on this fourth day of February, A. D., one thousand eight hundred and seventy-one, before me, the subscriber, Oliver P. C. Billings, a commissioner in and

Notarial Certificate
of Acknowledgment.

for the State of New York, appointed by the Governor of the State of Missouri, to take proof and acknowledgment of deeds, mortgages, or any other instrument to be used or recorded in the said State of Missouri, personally appeared I. H. Frothingham and C. T. Carlton, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture, as respectively President and Secretary, and acknowledged the same to be the voluntary act and deed of said UNION TRUST COMPANY, of New York, and each being by me duly sworn, deposes and says, each for himself, that he, I. H. Frothingham, is President, and that he, C. T. Carlton, is Secretary, of said UNION TRUST COMPANY, of New York, that they signed the foregoing instrument as such President and Secretary, and caused the corporate seal of said Company to be affixed thereto, all as the act and deed of said Company, by order and authority of said Company for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, in the City of New York, on the day and year above written.



OLIVER P. C. BILLINGS,

*Commissioner for the State of Missouri,
15 Nassau Street, New York.*

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

Notarial Certificate
of Acknowledgment.

Be it remembered, that on this fourth day of February, one thousand eight hundred and seventy-one, before me, O. P. C. Billings, a Notary Public in and for the County of New York aforesaid, residing in said City and County, personally appeared I. H. Frothingham and C. T. Carlton, who are personally known to me to be the identical persons whose names are affixed to the foregoing indenture as respectively President and Secretary, and acknowledged the same to be the voluntary act and deed of the said UNION TRUST COMPANY, of New York, and each being by me duly sworn, deposes and says, each for himself, that he, I. H. Frothingham, is President, and that he, C. T. Carlton, is [the] Secretary, of the said UNION TRUST COMPANY, of New York, that they signed the foregoing instrument as such President and Secretary, and caused the corporate seal of said Company to be affixed thereto, all as the act and deed

of said Company, by order and authority of said Company, and for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, in the City of New York, on the day and year above written.

O. P. C. BILLINGS,

Notary Public, New York County.



[The original of the foregoing instrument was filed for record in the office of the Recorder for Pettis County, Missouri, on the 29th day of May, 1871, and is recorded in said office in "Trust Deed and Mortgage Record, No. 5," on pages 316 to 331, inclusive. The foregoing is an accurate copy of the instrument as there recorded.]

NEW YORK, March 13, 1871.

We have Examined the various Acts of Congress, Statutes *Opinion of Counsel.* of the States of Kansas and Missouri, and official documents which are referred to in the foregoing mortgage, also the proceedings by which the Union Pacific Railway Company, Southern Branch, was organized, and by which it afterward changed its name to the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY; also the proceedings by which the Labette and Sedalia Railway Company and the Tebo and Neosho Railroad Company were severally organized; also the various proceedings of the stockholders and Boards of Directors of said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and of the said Labette and Sedalia Railway Company by which said companies were consolidated; also the various proceedings of the stockholders and Boards of Directors of the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and of the said Tebo and Neosho Railroad Company, by which the former acquired the portion of the road and franchises of the latter described in said mortgage; also the various trust deeds recited in said mortgage; also the proceedings of the Board of Directors of said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, authorizing the execution of said mortgage; and also other proceedings in said mortgage set forth.

And we are of Opinion that all such proceedings have been regular, and are valid and effectual for the several purposes intended thereby, and that the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, had power to execute the foregoing

mortgage, and that the same was duly authorized by the Board of Directors of said Company, and is in conformity with the laws of the States before mentioned, and is a valid lien upon all the property included therein, subject only to the trust deeds or mortgages therein recited.

MORRIS & BILLINGS,
Counselors at Law,
 15 Nassau Street, N. Y. City.

OFFICE OF STARR & RUGGLES, }
 No. 10 Wall Street. }
 NEW YORK, March 13, 1871. }

HON. LEVI PARSONS,

President, Missouri, Kansas and Texas Railway Company:

Opinion of Counsel.

SIR: We state for the information of purchasers of bonds issued by your Company and secured by the Consolidated Mortgage, bearing date February 1, 1871, that we were associated with the standing counsel of your company, Morris & Billings, Esqrs., in the preparation of the mortgage; that we examined with great care the various Acts of the Legislatures of the States of Kansas and Missouri, whereby the Union Pacific Railway Company, Southern Branch, the Labette and Sedalia Railway Company, and the Tebo and Neosho Railroad Company, were severally incorporated and were afterward consolidated and merged in the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY; that we also carefully examined the various Acts of Congress and of the Legislature of the State of Kansas, whereby the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY acquired title to their lands situate in Kansas, and also the Acts of Congress, the decision of the Secretary of the Interior, and the approval and order of the President of the United States, whereby the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY secured the exclusive right to extend their road through the Indian Territory to the State line of Texas, with the right to the lands in the Indian Territory, granted by Act of Congress to aid in the construction of the road. The recitals in the mortgage were prepared by Mr. Morris and ourselves after such examination. The various provisions contained in the mortgage were approved by us, and are, in our judgment, better calculated to insure a prompt payment of principal and of interest, and to protect all the rights of bondholders, than any other railroad mortgage we had occasion to examine.

Yours respectfully,

STARR & RUGGLES.

MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

ADDITIONAL MORTGAGE,

JUNE 1, 1872.

THIS INDENTURE, made the first day of June, one thousand eight hundred and seventy-two, between the MISSOURI, Parties.
KANSAS AND TEXAS RAILWAY COMPANY, of the one part, and the
UNION TRUST COMPANY, of New York, of the other part ;

Whereas, the said party of the first part did heretofore, and Consolidated Mortgage of Feb. 1, 1871.
on or about the first day of February, one thousand eight hundred and seventy-one, duly make, execute and deliver unto the
said part of the second part, a certain trust deed or Consolidated Mortgage, whereby the said party of the first part did
duly grant, bargain, sell, assign, transfer, and convey unto the
said party of the second part all the property, both real and
personal and mixed, and all the corporate rights, powers, franchises and privileges therein fully set forth and described, to
have and to hold the same unto the said party of the second part, its successor or successors and assigns, in trust, to secure
the payment of bonds in the sum of one thousand dollars each, To secure Bonds aggregating \$14,000,000.
amounting to the aggregate principal sum of fourteen millions
of dollars, and numbered from one to fourteen thousand, both
inclusive, and for the uses, intents, and purposes in the said
indenture of mortgage fully expressed and declared as by reference thereto, now being in the proper custody of the party
of the second part, and also duly recorded, among other places,
in the office of the Recorder of the County of Pettis, in the
State of Missouri, will more fully and at large appear ;

And Whereas, among the other terms, provisions, and articles in the said indenture of mortgage contained, the Tenth Article Tenth, Consolidated Mortgage of Feb. 1, 1871.
Article therein is in the words following, that is to say :

“ARTICLE TENTH. — **It is further Mutually Agreed** by and
between the parties hereto, that if the said party of the first

part shall hereafter, under any right or franchise now owned by it, and not conveyed by this trust deed or mortgage, further extend its said road, or shall, under any right or franchise now owned or hereafter to be acquired, construct any other railroad or railroads, or become the owner of any other railroad already constructed, then, for every such extension and every such railroad constructed or to be constructed, a further issue of bonds may be made hereunder by the said party of the first part, the aggregate amount of which shall not exceed the rate of twenty thousand dollars for every mile of road, where lands shall not have been granted by any State, or by the United States, to aid in the construction thereof, and twenty-five thousand dollars per mile in all cases where lands shall have been so granted; such bonds to be issued in the same proportions and upon the same conditions as hereinbefore provided in Article Fourth for the issue of the bonds to which said article relates, and in case said bonds are sold, the proceeds to be paid over, as also in said article provided. And all such bonds shall be of the same tenor as that provided for in the form of bonds hereinbefore set forth, subject only to necessary variation as to the distinguishing numbers and the dates thereof, and shall bear numbers running from the number fourteen thousand upward, and shall be entitled to the benefit of a sinking fund, to be created in the same manner as is hereinbefore provided, **And** the said party of the first part hereby agrees to execute and deliver to the said party of the second part, its successor or successors, upon every such further issue of bonds, any further reasonable and necessary trust deed or mortgage, to bring in and subject to the conditions of these presents every such extended or future acquired road, and every other land and property, real or personal, that may hereafter be acquired by it for the purpose and with the intent of securing the payment of the said bonds composing every such increased issue, as well as the bonds hereinabove described, equally and alike upon the property of the said party of the first part, with the interest due and to grow due thereon, and the payment to said Trustee of the said sinking fund, in the same manner as if all said bonds had been originally secured by one and the same trust deed or mortgage. *Provided*, however, that if any railroad or railroads which may hereafter be acquired by the party of the first part shall, at the time of such acquisition, be subject to the lien of any trust deed or mortgage theretofore made to secure bonds then outstanding,

no more bonds shall be issued hereunder on any such railroad or railroads than such an amount as shall, together with such outstanding bonds, be equal to the rate per mile hereinbefore mentioned; but bonds may be issued hereunder on any such railroad or railroads in exchange for an equal amount of such outstanding bonds."

And Whereas, the Fourth Article in the said indenture of mortgage contained is in the words following, to wit:

Article Fourth, Consolidated Mortgage of Feb. 1, 1871.

"ARTICLE FOURTH. — The remaining Four Thousand of the Bonds secured hereby, being those numbered from ten thousand and one to fourteen thousand, both inclusive, shall be issued and used only for the construction of the proposed extension of the railway of the party of the first part, south of the Arkansas River, and extending southerly a distance of one hundred and sixty miles, more or less, through the Indian Territory as hereinbefore recited. Such bonds shall only be issued and delivered to the party of the first part in proportionate amounts, and upon the completion of any section or sections of said road, the length of which completed section or sections shall be determined by the certificates of the Chief Engineer and General Superintendent and the President of the party of the first part: *Provided*, however, that whenever any contract or contracts for the construction of any fifty miles of such proposed extension shall be made, a proportionate amount of said bonds shall, at the option of the party of the first part, be issued and delivered to it by the party of the second part, to be used in the construction, completion and equipment of such portion or portions of road: and *provided further*, that all or any part or portion of such bonds may be offered for sale at any time hereafter; and in case sales thereof shall be made, the proceeds shall be received by the party of the second part, its successor or successors in this trust, and proportionate amounts thereof, determined in like manner, shall be paid to the party of the first part, in place of a delivery of bonds, as in this article is provided."

And Whereas, since the execution and delivery of the said indenture of mortgage the said party of the first part has acquired and become the owner of other corporate railroad rights and franchises and property, real and personal, and described as follows, to wit:

Railroad Property acquired since Feb. 1, 1871.

FIRST. — All such Corporate Rights, powers, privileges, and franchises, and property, real, personal, and mixed, as were

From the Tebo and Neosho R. R. Co.

By Deed of May 23,
1872.

Line north of
Sedalia.

conveyed and transferred by the consent of stockholders, as required by law, to the party of the first part by the Tebo and Neosho Railroad Company, duly incorporated by act of the General Assembly of the State of Missouri by an act entitled "An Act to incorporate the Tebo and Neosho Railroad Company," approved January 16, 1860, by deed duly executed and delivered and bearing date the twenty-third day of May, one thousand eight hundred and seventy-two, and therein described as follows: "*All the railroad*, the title to which still remains vested in and owned by the said party of the first part, being the extension of the line of the railroad of the party of the first part, north from Sedalia, in the County of Pettis, and State of Missouri, by way of Boonville, in Cooper County, Fayette, in Howard County, and Moberly, in Randolph county, to some suitable point on the Hannibal and St. Joseph Railroad, and thence to the railroad bridge at West Quincy, in Marion County, all in said State of Missouri, and which said extension was heretofore, and on or about the second day of July, in the year one thousand eight hundred and sixty-nine, made by the party of the first part pursuant to the powers conferred by their act of incorporation, being an act of the General Assembly of the State of Missouri, entitled, "An Act to incorporate the Tebo and Neosho Railroad Company," approved January 16th, 1860, and the several acts and laws amending the same; *and also*, all the property, real, personal and mixed, of every kind and nature, including all the lands, tenements, and hereditaments and rights of way, and all lands appropriated for depots, superstructures, buildings, erections, and fixtures, and all other property appurtenant to the extension of said railroad as above described; *and also*, each and every other extension or extensions, branch or branches of said railroad heretofore made or declared under and by virtue of any corporate power, franchise, or privilege conferred upon or vested in the said party of the first part by its act of incorporation aforesaid; *and also*, all the corporate rights, powers, franchises, and privileges of every kind and nature whatsoever the same be, which were created and conferred upon the party of the first part by said act of incorporation, or by any act or acts of the General Assembly of the State of Missouri, or any law or laws of said State, and which are still held and owned, possessed and enjoyed by the party of the first part including the right to declare branches or extensions."

SECOND. — All such Corporate Rights, powers, privileges, and franchises, and property, real, personal, and mixed, which were heretofore conferred upon, vested in, held, and owned by the St. Louis and Santa Fe Railroad Company, Missouri Division, a corporation duly created and organized under and by virtue of the laws of the State of Missouri, and conveyed to the said party hereto of the first part by the Land Grant Railway and Trust Company, a corporation duly organized under and by virtue of the laws of the State of Missouri, by deed duly executed and delivered, and bearing date the twenty-ninth day of May, one thousand eight hundred and seventy-two, all such corporate rights, powers, privileges, and franchises, and property, real, personal, and mixed, which were heretofore vested in and held and owned by the said St. Louis and Santa Fe Railroad Company, Missouri Division, having been sold to the said the Land Grant Railway and Trust Company by Francis Skiddy and Sheppard Gandy, Trustees, under and by virtue of the powers conferred upon them in and by a certain trust deed or mortgage, made and executed by the said the St. Louis and Santa Fe Railroad Company, and bearing date the first day of December, eighteen hundred and seventy, and conveyed by said Trustees to said Land Grant Railway and Trust Company by an indenture duly made and executed, bearing the date the twenty-ninth day of April, one thousand eight hundred and seventy-two, and in and by the several indentures, described as follows:—

From the St. Louis &
Santa Fe R. R. Co.

By Deed of May 29,
1872.

“All and singular, the said portion of the railroad of the said St. Louis and Santa Fe Railroad Company, Missouri Division, which said company was authorized to construct from the the town of Holden, on the Missouri Pacific Railroad, in the County of Johnson, State of Missouri, thence into and through the municipal township of Camp Branch, and into and through the municipal township of Grand River, and into and through the corporate limits of the City of Harrisonville, in Cass County, and thence westwardly upon the most direct practicable route, according to the conditions of the subscription of Dolan Township to the capital stock of said St. Louis and Santa Fe Railroad Company, Missouri Division, to the western boundary line of the said State of Missouri, in the direction of the town of Paola, in the State of Kansas, a distance of about thirty-eight miles, together with all lands, tenements, and hereditaments acquired, or to be acquired, for rights of way for the said portion of railroad hereby conveyed, and all the

Line from Holden to
State Line, 38 Miles.

appurtenances thereto belonging, and also all lands acquired and appropriated, or to be acquired and appropriated for depots, superstructures, buildings, erections, and fixtures on the said line of railroad and all tracks, bridges, viaducts, culverts, fences, and all houses and buildings thereon or appertaining thereto, and other property, real or personal, now owned or hereafter to be acquired by the party of the first part, its successors or assigns, for the construction, operation, or management of said line of railroad, including all locomotives, tenders, cars, and other rolling stock and equipments, machinery, tools, materials, and also all the franchises, powers, rights, and privileges belonging or applicable to said portion of railroad between the points above named, now owned or possessed, or which may hereafter be by said party of the first part acquired for the construction, maintenance and operation of said portion of railroad."

Neosho Valley and
Holden R. R. Co.

And Whereas, the Neosho Valley and Holden Railroad Company was a corporation heretofore, and on or about the seventh day of May, in the year one thousand eight hundred and seventy, duly created and organized under and by virtue of the laws of Kansas for the purpose of constructing, maintaining and operating a railway line commencing at some convenient point on the main line of the road of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, a corporation created under the laws of the State of Kansas, in Lyon or Morris Counties, in said State, and thence running in an easterly direction through the Counties of Osage, Franklin, and Miami to apoint on the eastern boundary line of said State, where the road of the St. Louis and Santa Fe Railroad Company, Missouri Division, a corporation created under the laws of the State of Missouri, now being constructed from Holden, in Johnson County, State of Missouri, southwesterly *via* Harrisonville, will cross said boundary line from Cass County, Missouri, the length of said railway line being about one hundred miles, as by reference to the certificate of incorporation duly filed in the office of the Secretary of State, State of Kansas, on the day last above named, will more fully appear;

Line from M., K. &
T. Ry. to Eastern
Boundary Line of
State, 100 Miles.

Consolidation of
Neosho Valley &
Holden R. R. Co.
with M., K. & T.
Ry. Co.

And Whereas such proceedings were thereafter, and on or about the eighteenth day of May, one thousand eight hundred and seventy, had and taken pursuant to law, between the said Neosho Valley and Holden Railway Company, and the party hereto of the first part, whereby the said two corporations were

consolidated and became one corporation under the name of the said party hereto of the first part, as by reference to the indenture of consolidation, duly filed in the office of the Secretary of State, State of Kansas, on the day last above named will more full appear ;

And Whereas the said party the first part is desirous of borrowing money for the purpose of building, equipping and operating all such roads and portions of roads herein described as are not yet fully constructed and equipped, and for that purpose has resolved to make a further issue of bonds under and by virtue of the right and privilege reserved in and by the said "Article Tenth," hereinbefore set forth and recited, which said bonds shall be in the sum of one thousand dollars each, amounting to the aggregate principal sum of two millions, five hundred thousand dollars, and numbered from fourteen thousand and one to sixteen thousand five hundred, both inclusive; and that each of the said bonds shall be in the words and figures following, subject only to necessary variation as to the distinguishing numbers and amount thereof:

Further Issue of
Bonds under Art. 10,
Consolidated Mort-
gage of Feb. 1, 1871.

UNITED STATES OF AMERICA,

STATES OF KANSAS AND MISSOURI.

Form of Bond.

MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

*First Mortgage Seven per Cent. Land Grant and Sinking
Fund Gold Bond.*

No. ———

\$1,000.

FREE OF U. S. GOVERNMENT TAX.

Know all Men by these Presents, that the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY is indebted to the Union Trust Company, of New York, or bearer, in the sum of one thousand dollars, in gold coin of the United States, which the said Railway Company promises to pay to the bearer hereof on the first day of June, in the year nineteen hundred and five, in the City of New York, with interest thereon from the date hereof, at the rate of seven per cent. per annum, payable in gold coin aforesaid, semi-annually, at its office or agency in the City of New York on the first days of August and February in each year, upon the presentation and surrender of the coupons hereto attached, as they severally become due as provided therein; and in case of default in the payment of

Seven per cent.—
Gold—Principal
and Interest.

any half-yearly installment of interest, which shall have become due and been demanded, and such default shall have continued six months after demand, the principal of this bond shall become due in the manner and with the effect provided for in the trust deeds or mortgages herein mentioned.

Bonds Nos. 14,001 to 16,500.

Art. 10, Consolidated Mortgage of Feb. 1, 1871.

This bond is one of a further issue of bonds numbered consecutively from fourteen thousand and one to sixteen thousand five hundred, both inclusive, each for the sum of one thousand dollars, amounting in the aggregate to the sum of two millions, five hundred thousand dollars, all of which are of like tenor, date, and effect, and such further issue is made pursuant to Article Tenth of a certain trust deed or mortgage, dated the first day of February, in the year eighteen hundred and seventy-one, duly executed and delivered by the said Railroad Company, and recorded in the proper offices in the States of Missouri, Kansas, and elsewhere, and conveying to the said Union Trust Company, of New York, in trust, the corporate property, real and personal, of the party of the first part, therein described, and all its franchises and the privileges appertaining thereto as set forth in said trust deed or mortgage, and this further issue of bonds, together with the fourteen thousand bonds named in said trust deed or mortgage, are secured equally and alike thereby, and by another trust deed or mortgage bearing date the first day of June, one thousand eight hundred and seventy-two, duly executed and delivered by the said Railway Company, and duly recorded, conveying to the said Trust Company the corporate property, real and personal, therein described, acquired by said Railway Company since the execution of the said former trust deed or mortgage.

Sinking Fund.

This bond is entitled to the benefit of a sinking fund, as provided by said trust deeds or mortgages whereby the principal of said bond will be redeemed in thirty-three years from the date hereof. Bonds equal in amount to the accumulations in said sinking fund will be redeemed at their par value annually, commencing after the first day of February, 1875. Notice of the numbers of the bonds so allotted for redemption will be published, in two or more daily newspapers printed in the City of New York, for sixty days, at the expiration of which time interest thereon shall cease.

Registration and Transfer.

This bond shall pass by delivery or by transfer on the books of the Company in the City of New York, and such other places in this country and in Europe as said Company may hereafter designate. After a registration of ownership certi-

fied hereon by the Secretary of the Company or its transfer agent, no transfer, except on the books of the Company, shall be valid unless the last transfer shall have been to bearer; the bond to be entitled to successive registrations and transfers to bearer, at the option of each holder, and other privileges in that behalf mentioned in said trust deed or mortgage.

This bond shall not become obligatory until it shall have been authenticated by a certificate indorsed hereon, duly executed by the Trustee aforesaid, to the effect that the same is properly issued. Certification.

In Witness Whereof, the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY has caused these presents to be executed by its President and Secretary, and its corporate seal to be hereto affixed, this first day of June, A. D., eighteen hundred and seventy-two.



_____, *Secretary*. _____, *President*.

And Whereas the said party of the first part, in pursuance of its agreement contained in Article Tenth aforesaid, and subject to the restrictions in said article contained, is desirous of executing and delivering to the said party hereto of the second part, upon such further issue of bonds, a further trust deed or mortgage conveying the property hereinafter described and so acquired as aforesaid, for the purpose and with the intent of securing the payment of the said bonds composing such further issue, according to the tenor and effect of the provision in the said article contained; Further Trust Deed to secure said Bonds.

And Whereas, the railroads herein described are not, nor is either of them, subject to the lien of any trust deed or mortgage heretofore made; Railroads herein Free of Liens.

Now, Therefore, This Indenture Witnesseth, that the said party hereto of the first part, for and in consideration of the premises and of the sum of one dollar to it duly paid by the party hereto of the second part, and in order to secure the payment of the principal and interest of the said further issue of bonds, according to the tenor thereof, hath granted, bargained, sold, assigned, transferred, and conveyed, and by these presents doth grant, bargain, sell, assign, transfer, and convey, unto the said party of the second part, its lawful successor or successors in the trust hereby created, and assigns: This Indenture conveys.

Road from Sedalia to
Moberly, 72 Miles.

FIRST.—All and Singular the Railroad of the party hereto of the first part, now in process of construction, extending from Sedalia aforesaid northerly to Moberly aforesaid, a distance of seventy-two miles, being a part of the railroad mentioned in the aforesaid conveyance, from the Tebo and Neosho Railroad Company to the said party of the first part, and by the hereinbefore recited description more particularly described, together with all the rights, powers, privileges, and franchises belonging or in anywise appertaining to the railroad hereby conveyed or intended so to be, excepting and reserving nevertheless any right or franchise to construct any bridge on said line, or any bridge that may be hereafter constructed on said line over the Missouri River, for the use of said road.

Road from Holden to
State Line, 38 Miles.

SECOND. — All such Corporate Rights, powers, privileges, and franchises, and property, real, personal, and mixed, which were heretofore conferred upon, vested in, held, and owned by the said the Saint Louis and Santa Fe Railroad Company, Missouri Division, and conveyed to the said party hereto of the first part by the said Land Grant Railway and Trust Company by the deed hereinbefore mentioned, and by the description hereinbefore recited, the length of line of which said railroad between its termini aforesaid is thirty-eight miles, and which said railroad is now constructed, equipped, and in running order.

Road from State
Line to Paola, 15
Miles.

THIRD. — So much of the Line of Railway heretofore belonging to the Neosho Valley and Holden Railway Company and heretofore consolidated and made one corporation with and under the name of the party hereto of the first part as above recited, as extends from that point on the eastern boundary line of the State of Kansas where the railway or road of the said the Saint Louis and Santa Fe Railroad Company, Missouri Division, crosses said boundary line from Cass County, Missouri, to the town of Paola, in Kansas, a point in the line of said road distant fifteen miles westerly from said boundary line, together with all lands, tenements, and hereditaments acquired or to be acquired for rights of way for the said portion of railroad hereby conveyed, and all the appurtenances thereto belonging, and also all lands acquired and appropriated, or to be acquired or appropriated, for depots, superstructures, buildings, erections, and fixtures on the said line of railroad, and all tracks, bridges, viaducts, culverts, fences, and all houses and buildings thereon or

appertaining thereto, and all other property, real or personal, now owned or hereafter to be acquired by the party of the first part, its successors or assigns, for the construction, operation, or management of said line of railroad, including all locomotives, tenders, cars, and other rolling stock and equipments, machinery, tools, materials, and also all the franchises, powers, rights, and privileges belonging or applicable to said portion of railroad between the points above named, now owned or possessed, or which may hereafter be by said party of the first part acquired, for the construction, maintenance, and operation of said portion of railroad, and which said railroad is now constructed, equipped, and in running order,

To Have and to Hold, all and singular the above mentioned and described premises, rights, franchises, railroads, and real and personal property, unto the said party of the second part, its successor or successors and assigns, in trust and for the uses, intents and purposes hereinafter expressed and declared of and concerning the same ; that is to say :

ARTICLE FIRST. — No One of the said Bonds shall be deemed Issued, or be valid or secured by this mortgage until there shall have been indorsed upon it a certificate duly signed by the party of the second part, its successor or successors in this trust, to the effect following, viz : “ The within bond is one of a further issue of twenty-five hundred bonds under and in pursuance of Article Tenth of the Consolidated Mortgage made by the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and is secured thereby and by a further trust deed or mortgage as in said article provided.”

ARTICLE SECOND. — One Thousand and Sixty of said Bonds, being those numbered from fourteen thousand and one to fifteen thousand and sixty, both inclusive, shall be issued and forthwith delivered to the party of the first part. The remaining fourteen hundred and forty of the bonds secured hereby, being those numbered from fifteen thousand and sixty-one to sixteen thousand five hundred, both inclusive, shall be issued and used for the construction of the extension of the railway of the party of the first part from Sedalia to Moberly aforesaid, a distance of seventy-two miles. Such last named bonds shall only be issued and delivered to the party hereto of the first part in proportionate amounts, and upon the comple-

To have and to hold.

Trustee's Certificate.

Bonds Nos. 14,001 to 15,060 issued forthwith. Bonds Nos. 15,061 to 16,500 to be issued upon Road from Sedalia to Moberly, 72 Miles.

Upon Consolidated
Sections of Road.

tion of any section or sections of said road, the length of which completed section or sections shall be determined by the certificate of the Chief Engineer, the General Superintendent, and the President of the party of the first part; *provided, however*, that when any contract or contracts for the construction of any part or section of such extension shall be made, a proportionate amount of said bonds shall, at the option of the party of the first part, be issued and delivered to it by the party of the second part, to be used in the construction, completion, and equipment of such part or section of road; and *provided, further*, that all or any part or portion of such last mentioned bonds may be offered for sale at any time hereafter and in case sales thereof shall be made, the proceeds shall be received by the party of the second part, its successor or successors in this trust, and proportionate amounts thereof, determined in like manner, shall be paid to the party of the first part in the place of a delivery of bonds as herein provided for.

Proceeds of Bonds
sold paid to Trustees.

Sinking Fund.

ARTICLE THIRD. — And for the Purpose of providing a Sinking Fund for the redemption of the bonds secured hereby, the party of the first part further agrees to pay to the party of the second part, its successor or successors in this trust, on the first day of February, in the year one thousand eight hundred and seventy-five, a sum equal to one per cent. in gold coin aforesaid, of the aggregate principal of said bonds; and also, to pay on or before the first day of February in each year thereafter a like sum, and interest at the rate of seven per cent. in the same coin, upon all payments theretofore made, such payments to be made into the sinking fund created by Article Fifth of the Consolidated Mortgage aforesaid, and to be applied equally and alike with the fund thereby created to the redemption of all the bonds of the party hereto of the first part.

Issue, Exchange and
Reissue of Bonds
hereunder in Subdi-
visions of \$50, \$100,
\$500.

ARTICLE FOURTH. — The said Party of the First Part, shall have the right, at his option, to issue or exchange and reissue either or any of the bonds hereby secured, in subdivisions of fifty, one hundred, or five hundred dollars each, in such form as shall be approved by the said party of the second part, such subdivision bonds to be authenticated by certificates indorsed thereon, duly signed by the said party of the second part, and each of them to bear the number of the bond to which it shall belong; and in addition thereto a letter of the alphabet, commencing with the letter A for the first subdivi-

vision of every bond so subdivided, and so on in the consecutive order of the letters of the alphabet for the remaining subdivisions of every such bond.

ARTICLE FIFTH.—**The Party of the First Part** doth hereby further covenant and agree to and with the party of the second part and its successor or successors in this trust, that the party of the first part shall at all times hereafter keep at its office in the City of New York, and in such other places in this country or in Europe as it may hereafter appoint, a book or books, which shall be respectively designated as “*The Register of Bonds issued under the Consolidated Mortgage*;” and that any holder of any of the bonds issued under the provisions of this indenture may there register his bonds upon presenting the same; and that when a bond is so registered in the name of any person, such person shall be deemed and regarded as the owner of such bond; and that all payments of either principal or interest thereon shall thereafter be made to him or to his order only; and that such payments to him or to his order shall be valid payments of such principal or interest, and a discharge to the party of the first part to the extent of the sums so paid. And also that such registry may be changed upon presentation of the bond, with the written order of the person in whose name it is registered, properly authenticated, to the name of such person as may by the said written order be designated for the purpose, and he shall thereafter be deemed and regarded as the owner of the bond and its interest coupons under the same circumstances and conditions, and with the same rights as the prior owner, including the right to change the registration in manner aforesaid, and so from time to time, as the owner for the time being may desire; and that the registered holder may also have the right to register the bond as payable to bearer, in which case the bonds and interest coupons shall be payable to the holder presenting the same. And any holder of a bond so registered as payable to bearer may again cause it to be registered in his name, with the same effect as the first registration, and successive registrations may, in the same manner, be made from time to time as may be desired; and also, that the holder of any of said bonds may at his option surrender the coupons attached thereto to be canceled, in which case interest thereon will thereafter be payable to him or his order only.

Registry Office to be maintained.

Registry of Bonds.

Change of Registry,

Registry of Bond Payable to Bearer.

Taxes, Levies and Assessments to be paid.

ARTICLE SIXTH. — The said Party of the First Part hereby further agrees that it will pay or cause to be paid the bonds herein mentioned, and the interest thereon according to the terms thereof, and all taxes, levies, and assessments imposed and assessed, or which may hereafter be imposed or assessed upon the premises, franchises and property hereby conveyed or intended so to be, and also the United States Government tax upon the interest payable on said bonds and each of them, and represented by the coupons annexed to said bonds, and will, at its own cost and expense, do or cause to be done all things necessary to preserve and keep valid and intact the lien or incumbrance hereby created.

In Case of Default.

ARTICLE SEVENTH. — In Case Default shall be made in the payment of any interest upon either of said bonds when the same shall become due and payable, or in the payment of any sum or sums of money hereinbefore provided to be made for the creation of said sinking fund, and such default shall continue for six months after the same has been demanded, the whole principal sum mentioned in each and all of this said further issue of bonds then outstanding shall, at the option of the holders of a majority in interest of said bonds, forthwith become due and payable, and thereupon all the terms and provisions contained in Articles Twelfth, Thirteenth and Fourteenth of the said Consolidated Mortgage are hereby made applicable to such further issue of bonds, secured by this trust deed or mortgage, and to all the property, real, personal, and mixed, and the rights and franchises hereby conveyed.

Arts. 12, 13 and 14 of Consolidated Mortgage applicable hereto.

Resignation, etc., of Trustee.

ARTICLE EIGHTH. — In Case of the Resignation, removal, insolvency, or incapacity or inability, for any other reason of the said party hereto of the second part to act in execution of trust hereby created, then the provisions contained in Article Fifteenth of said Consolidated Mortgage for the appointment of a new or provisional Trustee or Trustees are made applicable hereto.

Art. 15 of Consolidated Mortgage, applicable.

Covenant for further Assurance.

ARTICLE NINTH. — The Party of the First Part shall, from time to time, and at all times hereafter, and as often as thereunto requested by the party of the second part, its successor or successors, execute, acknowledge, and deliver all such further deeds, conveyances, and assurances in the law, for the better assuring unto the party of the second part, its successor or successors in the trust hereby created, upon the trusts herein

expressed, the lands, railroads, equipments, and appurtenances hereinbefore conveyed or intended so to be, and all other property and things whatsoever which may be hereafter acquired for use in connection with the same or any part thereof, and all franchises now held, including the franchise to be a corporation, as by the party of the second part, its successor or successors, or by their counsel learned in the law, shall be reasonably advised, devised, or required.

ARTICLE TENTH.—And it is **Further Agreed** that the stamps required by the United States Revenue Laws, instead of being placed on this mortgage, shall be placed on the bonds secured hereby as the same shall be issued. U. S. Revenue
Stamps on Bonds.

ARTICLE ELEVENTH.—**Provided, nevertheless,** and it is hereby further agreed by and between the parties hereto, that in case the said party of the first part shall at any time hereafter desire to grant, bargain, sell, assign, transfer and set over, divest itself of and part with the said hereinbefore described railroads and corporate railroad property, real, personal, or mixed, rights, powers, and franchises, or any one of said railroads, or any part or portion of said corporate railroad property, real, personal, or mixed, rights, powers, and franchises hereinbefore described and conveyed by this trust deed or mortgage, to any other corporation or corporations authorized by law to purchase and take the same, then upon the surrender or cancelation of the whole of such further issue of bonds outstanding, the said party of the second part shall and hereby covenants to release the whole of said railroad property from the lien and operation of this trust deed or mortgage, and to cancel and satisfy the same, or to release any part or portion of said railroad property less than the whole, upon the surrender or cancellation of the number of said bonds issued in proportion to the part or portion of said railroad property so sold, and to release such part or portion from the lien and operation of this trust deed or mortgage, including a release of a proportionate amount of the sinking fund hereinbefore provided for the payment of said bonds. Release of this Mort-
gage proportionally,
how secured.

Provided always, and this grant and conveyance is upon the express condition that until some default shall be made in the performance or observance of the conditions, obligations, or requirements herein contained, the said party of the first part shall be permitted to possess, manage, operate, and enjoy all the said railroads, with their equipments and appurtenances, Until Default made,
Possession belongs to
Railway Company.

Defeasance.

and all other the lands and premises, property and franchises hereinbefore described; and that upon the payment in full of said bonds, and the interest due thereon, then the estate, title, and interest hereby granted shall cease, determine, and be void; and the said party of the second part, its successor or successors in this trust, shall convey, assign, transfer, and deliver over to said party of the first part, and its successors, all the said railroads, their equipments and appurtenances, and all moneys, notes, bills, bonds, mortgages, choses in action, and property, real, personal, and mixed, and things of value remaining in its possession, and shall duly execute and deliver to the said party of the first part a proper release or satisfaction of this mortgage.

Release and Satisfaction.

In Witness Whereof, the said party of the first part has caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Secretary; and the said party of the second part, to evidence its acceptance of the trust hereby created, has also caused its corporate seal to be hereunto affixed and the same to be attested by the signatures of its President and Secretary, the day and year first above written.



LEVI PARSONS, *President*.

H. B. HENSON, *Secretary*.

Signed, sealed and delivered by the
MISSOURI, KANSAS, AND TEXAS
RAILWAY Co., in presence of
WILLIAM H. CLARKSON, J. H.
FAIRBANKS.



UNION TRUST COMPANY OF NEW YORK,

By I. H. FROTHINGHAM, *President*.

C. T. CARLTON, *Secretary*.

Signed, sealed, and delivered by
the UNION TRUST COMPANY, of
New York, in presence of W.
D. VERNAM, WILLIAM H. CLARK-
SON.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

Notarial Certificate
of Acknowledgment.

Be it remembered, that on this first day of June, A. D.,
1872, before me, William H. Clarkson, a Commissioner of the

State of Missouri, in and for the State of New York, residing in said City of New York, personally appeared Levi Parsons, the President of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and H. B. Henson, the Secretary of the same Company, to me respectively personally known to be such, who being by me severally duly sworn, did depose and say that he, said Levi Parsons, resided in the City, County, and State of New York; that he, said H. B. Henson, resided in the City of Brooklyn, in the State of New York; that he, said Levi Parsons, was the President, and he, said H. B. Henson, was the Secretary of the said Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company; and that they, the said Levi Parsons and H. B. Henson, signed their names thereto by the like order, as President and Secretary of said Company, respectively. And they also severally acknowledged to me that they executed and delivered the said instrument, and that the same was their voluntary act and deed, and the voluntary act and deed of said Company, for the uses and purposes therein mentioned.



In Witness Whereof, I have hereunto set my hand and affixed my official seal.

WILLIAM H. CLARKSON,
Commissioner for Missouri in New York,
117 Broadway, New York City.

STATE OF NEW YORK, }
 CITY AND COUNTY OF NEW YORK. } ss.

Be it remembered, that on this first day of June, A. D., 1872, before me, William H. Clarkson, a Commissioner of the State of Kansas, in and for the State of New York, residing in said City of New York, personally appeared Levi Parsons, the President of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and H. B. Henson, the Secretary of the same Company, to me respectively personally known to be such, who being by me severally duly sworn, did depose and say that he, said Levi Parsons, resided in the City, County, and State of New York; that he, said H. B. Henson, resided in the City of Brooklyn, in the State of New York; that he, said Levi Parsons, was the President, and he, said H. B. Henson, was the Secretary of said Company; that they knew the corporate seal of said Company; that the seal affixed to the foregoing instru-

Notarial Certificate
 of Acknowledgment.

ment is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company; and that they, the said Levi Parsons and H. B. Henson, signed their names thereto, by the like order, as President and Secretary of said Company, respectively. And they also severally acknowledged to me that they had executed the said instrument for the purposes therein mentioned, and that the same was their voluntary act and deed, and the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand, and affixed my official seal.



WILLIAM H. CLARKSON,
Commissioner for Kansas in New York,
117 Broadway, New York City.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK. } ss.

Notarial Certificate
of Acknowledgment.

Be it remembered, that on this fifth day of June, A. D., 1872, before me, William H. Clarkson, a Commissioner of the State of Kansas, in and for the State of New York, residing in said City of New York, personally appeared Isaac H. Frothingham, the President of the UNION TRUST COMPANY, of New York, and Charles T. Carlton, the Secretary of the same Company, to me respectively personally known to be such, who being by me severally duly sworn, did depose and say that he, said Isaac H. Frothingham, resided in Brooklyn, in the State of New York; that he, said Charles T. Carlton, resided in Brooklyn, in the State of New York; that he, said Isaac H. Frothingham, was the President, and he, said Charles T. Carlton, was the Secretary of said Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company; and that they, the said Isaac H. Frothingham and Charles T. Carlton, signed their names thereto, by the like order, as President and Secretary of said Company, respectively. And they also severally acknowledged to me that they had executed the said instrument for the purposes therein mentioned, and that the same was their voluntary act and deed, and the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand, and affixed my official seal.



WILLIAM H. CLARKSON,
Commissioner of Kansas in New York.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK. } ss.

Be it remembered, that on this fifth day of June, A. D., 1872, before me, William H. Clarkson, a Commissioner of the State of Missouri, in and for the State of New York, residing in said City of New York, personally appeared Isaac H. Frothingham, the President of the Union Trust Company, of New York, and Charles T. Carlton, the Secretary of the same Company, to me respectively personally known to be such, who being by me severally duly sworn, did depose and say that he, said Isaac H. Frothingham, resided in Brooklyn, in the State of New York; that he, said Charles T. Carlton, resided in Brooklyn, in the State of New York; that he, said Isaac H. Frothingham, was the President, and he, said Charles T. Carlton, was the Secretary of the said Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board Directors of said Company, and that they, the said Isaac H. Frothingham and Charles T. Carlton, signed their names thereto by the like order, as President and Secretary of the said Company, respectively. And they also severally acknowledged to me that they executed and delivered the said instrument, and that the same was their voluntarily act and deed, and the voluntary act and deed of said Company for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.



WILLIAM H. CLARKSON,
Commissioner for Missouri in New York.

NO. 10 WALL ST., NEW YORK, JUNE 1, 1872.

We have carefully examined the proceedings taken by the stockholders of the Tebo and Neosho Railroad Company and the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY which resulted in the agreement by the former Company to sell, and by the latter Company to purchase, the extension of the Tebo and Neosho Railroad north from Sedalia, and were consummated by the execution and delivery of the deed conveying such extension to the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY: also the proceedings by which the Land Grant Railway and Trust Company acquired title to the property and fran-

Notarial Certificate
of Acknowledgment.

chises of the St. Louis and Santa Fe Railroad Company, Missouri Division, and afterwards conveyed the same to the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY; also the proceedings by which the Neosho Valley and Holden Railway Company was consolidated with the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and we are satisfied that all such proceedings were regularly taken, and that the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY thereby became the owner of all the corporate railroad property, real, personal, and mixed, and vested with all the corporate rights, powers, and franchises of the above named railroad companies, as the same are set forth in the additional mortgage executed by the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY to the Union Trust Company, of New York, bearing date June 1, 1872. We are also satisfied that the additional mortgage is a valid first lien upon all the property therein described. The mortgage and the bond therein set forth were prepared by us, and we approve the same and all the provisions therein contained.

STARR & RUGGLES,
Counselors at Law.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

FURTHER ADDITIONAL MORTGAGE.

FORT SMITH BRANCH.

NOVEMBER 1, 1872.

THIS INDENTURE, made the first day of November, one thousand eight hundred and seventy-two, between the Parties. MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY of the one part, and the UNION TRUST COMPANY, of New York, of the other part;

Whereas, the said party of the first part did heretofore, and on or about the first day of February, one thousand eight hundred and seventy-one, duly make, execute, and deliver Consolidated Mortgage to Union Trust Co., Trustee, Feb. 1, 1871. unto the said party of the second part, a certain trust deed or Consolidated Mortgage, whereby the said party of the first part did duly grant, bargain, sell, assign, transfer, and convey unto the said party of the second part, all the property, both real and personal and mixed, and all the corporate rights, powers, franchises, and privileges therein fully set forth and described, to have and to hold the same unto the said party of the second part, its successor or successors and assigns, in trust to secure the payment of bonds in the sum of one thousand dollars each, amounting to the aggregate principal sum of fourteen millions of dollars, and numbered from one to To secure Bonds for \$14,000,000. fourteen thousand, both inclusive, and for the uses, intents and purposes in the said indenture of mortgage fully expressed and declared, as by reference thereto, now being in the proper custody of the party of the second part, and also duly recorded, among other places in the office of the Recorder of the County of Pettis, in the State of Missouri, will more fully and at large appear;

And Whereas, among the other terms, provisions, and articles in the said indenture of mortgage contained, the

Tenth Article therein is in the words following, that is to say : —

Art. 10 of Consol-
dated Mortgage of
Feb. 1, 1871.

Bonds upon new
Roads at \$20,000
and \$25,000 per Mile.

Sinking Fund.

Mortgage to secure
said Bonds.

“ARTICLE TENTH. — **It is further Mutually Agreed** by and between the parties hereto, that if the said party of the first part shall hereafter, under any right or franchise now owned by it, and not conveyed by this trust deed or mortgage, further extend its said road, or shall under any right or franchise now owned, or hereafter to be acquired, construct any other railroad or railroads, or become the owner of any other railroad already constructed, then, for every such extension and every such railroad constructed or to be constructed, a further issue of bonds may be made hereunder by the said party of the first part, the aggregate amount of which shall not exceed the rate of twenty thousand dollars for every mile of road, where lands shall not have been granted by any State, or by the United States, to aid in the construction thereof, and twenty-five thousand dollars per mile in all cases where lands shall have been so granted; such bonds to be issued in the same proportions and upon the same conditions as hereinbefore provided in Article Fourth for the issue of the bonds to which said article relates, and in case said bonds are sold the proceeds to be paid over, as also in said article provided. And all such bonds shall be of the same tenor as that provided for in the form of bonds hereinbefore set forth, subject only to necessary variation as to the distinguishing numbers and the dates thereof, and shall bear numbers running from the number fourteen thousand upward, and shall be entitled to the benefit of a sinking fund, to be created in the same manner as is hereinbefore provided. And the said party of the first part hereby agrees to execute and deliver to the said party of the second part, its successor or successors, upon every such further issue of bonds, any further reasonable and necessary trust deed or mortgage, to bring in and subject to the conditions of these presents every such extended or future acquired road, and every other land and property, real or personal, that may hereafter be acquired by it for the purpose and with the intent of securing the payment of the said bonds composing every such increased issue, as well as the bonds hereinabove described, equally and alike, upon the property of the said party of the first part, with the interest due and to grow due thereon, and the payment to said Trustee of the said sinking fund, in the same manner as if all said bonds had been originally secured by one and the same trust deed or mort-

gage. *Provided*, however, that if any railroad or railroads which may hereafter be acquired by the party of the first part, shall, at the time of such acquisition, be subject to the lien of any trust deed or mortgage theretofore made to secure bonds then outstanding, no more bonds shall be issued hereunder on any such railroad or railroads than such an amount as shall, together with such outstanding bonds, be equal to the rate per mile hereinbefore mentioned: but bonds may be issued hereunder on any such railroad or railroads in exchange for an equal amount of such outstanding bonds."

And Whereas, the Fourth Article in the said indenture of mortgage contained in the words following, to wit:

Art. 4 of Consolidated Mortgage of Feb. 1, 1871.

"ARTICLE FOURTH. — **The remaining Four Thousand of the Bonds**, secured hereby, being those numbered from ten thousand and one to fourteen thousand, both inclusive, shall be issued and used only for the construction of the proposed extension of the railway of the party of the first part, south of the Arkansas River, and extending southerly a distance of one hundred and sixty miles, more or less, through the Indian Territory, as hereinbefore recited. Such bonds shall only be issued and delivered to the party of the first part in proportionate amounts, and upon the completion of any section or sections of said road, the length of which completed section or sections shall be determined by the certificates of the Chief Engineer and General Superintendent, and the President of the party of the first part: *Provided*, however, that whenever any contract or contracts for the construction of any fifty miles of such proposed extension shall be made, a proportionate amount of said bonds shall, at the option of the party of the first part, be issued and delivered to it by the party of the second part, to be used in the construction, completion, and equipment of such portion or portions of road; and *provided, further*, that all or any part or portion of such bonds may be offered for sale at any time hereafter; and in case sales thereof shall be made, the proceeds shall be received by the party of the second part, its successor or successors in this trust, and proportionate amounts thereof, determined in like manner, shall be paid to the party of the first part, in place of a delivery of bonds as in this article is provided."

4000 Bonds for Construction South of Arkansas River, 160 Miles.

Bonds delivered, when.

Proceeds of Sales paid over to Trustee.

And Whereas, the said party of the first part is the owner of the right and franchise by virtue of two several Acts of Congress, approved July 25th and July 26th, 1866, and the

Acts of Congress July 25 and July 26, 1866. Extension from Ft. Gibson to Ft. Smith, 80 Miles.

order and approval of the President of the United States thereupon, to extend, construct, and operate their said railroad from a point in their main line at or near Fort Gibson, in the Indian Territory, southeast to Fort Smith, in the State of Arkansas, a distance of eighty miles;

2000 Bonds for Construction between Ft. Gibson and Ft. Smith.

And Whereas, the said party of the first part has made and entered into a contract for the construction of said railroad extending as aforesaid, from a point at or near Fort Gibson, in the Indian Territory, to Fort Smith, in the State of Arkansas, and is desirous of borrowing money for the purpose of building, equipping, and operating the railroad herein described, and for that purpose has resolved to make a further issue of bonds, under and by virtue of the right and privilege reserved in and by the said "Article Tenth," hereinbefore set forth and recited, which said bonds shall be in the sum of one thousand dollars each, amounting to the aggregate principal sum of two million dollars, and numbered from sixteen thousand five hundred and one to eighteen thousand five hundred, both inclusive; and that each of said bonds shall be in the words and figures following, subject only to necessary variation as to the distinguishing numbers and amount thereof.

Form of Bond.

UNITED STATES OF AMERICA,
STATES OF KANSAS AND MISSOURI.

MISSOURI, KANSAS AND TEXAS RAILWAY
COMPANY.

*First Mortgage Seven per Cent. Land Grant and Sinking
Fund Gold Bond.*

FREE OF UNITED STATES GOVERNMENT TAX.

No. _____

\$1,000.

Know all Men by these Presents, that the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY is indebted to the Union Trust Company, of New York, or bearer, in the sum of one thousand dollars, in gold coin of the United States, which the said Railway Company promises to pay to the bearer hereof, on the first day of November, in the year nineteen hundred and five, in the City of New York, with interest thereon from the date hereof, at the rate of seven per cent. per annum, payable in gold coin aforesaid, semi-annually, at its office or agency in the City of New York, on the first days of August and February,

Seven per cent.—
Gold — Principal
and Interest.

in each year, upon the presentation and surrender of the coupons hereto attached, as they severally become due as provided therein; and in case of default in the payment of any half-yearly installments of interest, which shall have become due and been demanded, and such default shall have continued six months after demand, the principal of this bond shall become due in the manner and with the effect provided for in the trust deeds or mortgages hereinafter mentioned.

This bond is one of a further issue of bonds numbered consecutively from sixteen thousand five hundred and one to eighteen thousand five hundred, both inclusive, each for the sum of one thousand dollars, amounting in the aggregate to the sum of two million dollars, all of which are of like tenor, date, and effect; and such further issue is made pursuant to Article Tenth of a certain trust deed or mortgage, dated the first day of February, in the year eighteen hundred and seventy-one, duly executed and delivered by the said Railroad Company, and recorded in the proper offices in the States of Missouri, Kansas, and elsewhere, and conveying to the said Union Trust Company of New York, in trust, the corporate property, real and personal, of the party of the first part herein described, and all its franchises and the privileges appertaining thereto, as set forth in said trust deed or mortgage; and this further issue of bonds, together with the sixteen thousand five hundred bonds above named, are secured equally and alike thereby; and by another trust deed or mortgage, bearing date the first day of June, one thousand eight hundred and seventy-two; and also by another trust deed or mortgage bearing date the first day of November, one thousand eight hundred and seventy-two, all duly executed and delivered by the said Railway Company, and duly recorded, conveying to the said Trust Company the corporate property, real and personal, therein severally described.

Series of 2000 Bonds.

Secured by Mortgages of June 1, 1872, and Nov. 1, 1872.

This bond is entitled to the benefit of a sinking fund, as provided by said trust deeds or mortgages, whereby the principal of said bond will be redeemed in thirty-three years from the date hereof. Bonds equal in amount to the accumulations in said sinking fund will be redeemed at their par value annually, commencing after the first day of February, 1875. Notice of the numbers of the bonds so allotted for redemption will be published in two or more daily newspapers printed in the City of New York, for sixty days, at the expiration of which time interest thereon shall cease.

Sinking Fund.

Redemption of Bonds.

Registry and Trans-
fer of Bonds.

This bond shall pass by delivery or by transfer on the books of the Company in the City of New York, and such other places in this country and in Europe as said Company may hereafter designate. After a registration of ownership, certified hereon by the Secretary of the Company or its Transfer Agent, no transfer, except on the books of the Company, shall be valid, unless the last transfer shall have been to bearer; the bond to be entitled to successive registrations and transfers to bearer, at the option of each holder, and other privileges in that behalf mentioned in said trust deed or mortgage.

Certification.

This bond shall not become obligatory until it shall have been authenticated by a certificate indorsed hereon, duly executed by the Trustee aforesaid, to the effect that the same is properly issued.

In Witness Whereof, the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY has caused these presents to be executed by its President and Secretary, and its corporate seal to be hereto affixed, this first day of November, A. D., eighteen hundred and seventy-two.

_____, *President*.

_____, *Secretary*.

Further Mortgage.

And Whereas, the said party of the first part, in pursuance of its agreement contained in Article Tenth aforesaid, and subject to the restrictions in said article contained, is desirous of executing and delivering to the said party hereto of the second part, upon such further issue of bonds, a further trust deed or mortgage conveying the property hereinafter described and so acquired as aforesaid, for the purpose and with the intent of securing the payment of the said bonds composing such further issue, according to the tenor and effect of the provision in the said article contained.

This Indenture
conveys

Now, Therefore, this Indenture Witnesseth, that the said party hereto of the first part, for and in consideration of the premises and of the sum of one dollar to it duly paid by the party hereto of the second part, and in order to secure the payment of the principal and interest of the said further issue of bonds, according to the tenor thereof, hath granted, bargained, sold, assigned, transferred, and conveyed, and by these presents doth grant, bargain, sell, assign, transfer, and convey, unto the said party of the second part, its lawful

successor or successors in the trust hereby created, and assigns :

All and singular the Railroad so as aforesaid contracted to be built, extending from a point at or near Fort Gibson, in the Indian Territory, southeasterly to Fort Smith, in the State of Arkansas, as the same is now located and surveyed, a distance of eighty miles, together with all the privileges and franchises acquired by the party of the first part under and by virtue of two several Acts of Congress, approved July 25th and July 26th, 1866, and the order and approval of the President of the United States thereupon to extend, construct and operate its railroad through the Indian Territory to Preston and Fort Smith; and also all the right, title, and interest which the party of the first part now has or may hereafter acquire by reason of constructing the extension or branch of its said railroad to Fort Smith aforesaid, in and to any land or lands granted by the Acts of Congress aforesaid, or which the said party of the first part now has or may hereafter acquire under or by virtue of any treaty or treaties from any Indian nation or tribe, or otherwise howsoever, appertaining to the aforesaid branch or extension, together with all the rights, privileges, tenements, hereditaments, and appurtenances, in anywise belonging or appertaining thereto, the land granted under said Acts of Congress being ten alternate sections of land on each side of said railroad,

Road from Ft. Gibson to Ft. Smith, 80 Miles.

Lands granted by Congress and acquired from Indian Nations.

Congressional Grant, 10 Alternate Sections.

To Have and to Hold, all and singular the above mentioned and described premises, right, franchise, railroad, and real and personal property, unto the said party of the second part, its successor, or successors and assignee, **in trust** and for the uses, intents and purposes hereinafter expressed and declared of and concerning the same; that is to say :

To have and to hold.

Trusts declared.

ARTICLE FIRST. — **No One of the said Bonds** shall be deemed issued, or be valid or secured by this mortgage, until there shall have been indorsed upon it a certificate duly signed by the party of the second part, its successor or successors in this trust, to the effect following, viz.: “The within bond is one of a further issue of two thousand bonds under and in pursuance of Article Tenth of the Consolidated Mortgage made by the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and is secured thereby and by further trust deeds or mortgages as in said article provided.”

Trustees' Certificate.

Bonds, how issued
and delivered.

ARTICLE SECOND. — Twelve Hundred and Fifty of said Bonds, being those numbered from sixteen thousand five hundred and one to seventeen thousand seven hundred and fifty, both inclusive, shall be issued and forthwith delivered to the party of the first part. The remaining seven hundred and fifty of the bonds secured hereby, being those numbered from seventeen thousand seven hundred and fifty-one to eighteen thousand five hundred, both inclusive, shall be issued and used for the construction of the extension of the railway of the party of the first part, from a point at or near Fort Gibson to Fort Smith aforesaid, a distance of eighty miles. Such last named bonds shall only be issued and delivered to the party hereto of the first part in proportionate amounts and upon the completion of any section or sections of said road, the length of which completed section or sections shall be determined by the certificates of the Chief Engineer, the General Superintendent, and the President of the party of the first part; *provided*, however, that when any contract or contracts for the construction of any fifty miles of such extension shall be made, a proportionate amount of said bonds shall, at the option of the party of the first part, be issued and delivered to it by the party of the second part, to be used in the construction, completion, and equipment of such part or section of road; and, *provided* further, that all or any part or portion of such last mentioned bonds may be offered for sale at any time hereafter; and in case sales thereof shall be made, the proceeds shall be received by the party of the second part, its successor or successors in this trust, and proportionate amounts thereof, determined in like manner, shall be paid to the party of the first part in the place of a delivery of bonds as herein provided for.

Upon Certificate of
Chief Engineer, etc.

Proceeds of Bonds
sold.

Sinking Fund.

ARTICLE THIRD. — And for the Purpose of Providing a Sinking Fund for the redemption of the bonds secured hereby, the party of the first part further agrees to pay to the party of the second part, its successor or successors in this trust, on the first day of February, in the year one thousand eight hundred and seventy-five, a sum equal to one per cent., in gold coin aforesaid, of the aggregate principal of said bonds; and, also, to pay on or before the first day of February in every year thereafter, a like sum, and interest at the rate of seven per cent., in the same coin, upon all payments theretofore made, such payments to be made into the sinking fund created by Article Fifth of the Consolidated Mortgage aforesaid, and to

be applied equally and alike with the fund thereby created to the redemption of all the bonds of the party hereto of the first part.

ARTICLE FOURTH. — **The said Party of the First Part** shall have the right, at its option, to issue, or exchange and reissue, either or any of the bonds hereby secured, in subdivisions of fifty, one hundred, or five hundred dollars each, in such form as shall be approved by the said party of the second part, such subdivision bonds to be authenticated by certificates indorsed thereon, duly signed by the said party of the second part, and each of them to bear the number of the bond to which it shall belong; and, in addition thereto, a letter of the alphabet, commencing with the letter A for the first subdivision of every bond so subdivided, and so on in the consecutive order of the letters of the alphabet for the remaining subdivisions of every such bond.

Bonds of less Denomination than \$1000.

ARTICLE FIFTH. — **The Party of the First Part** doth hereby further covenant and agree to, and with the party of the second part and its successor or successors in this trust, that the party of the first part shall at all times hereafter keep at its office in the City of New York, and at such other places in this country or in Europe as it may hereafter appoint, a book or books, which shall be respectively designated as “The Register of Bonds issued under the Consolidated Mortgage;” and that any holder of any of the bonds issued under the provisions of this indenture may there register his bonds upon presenting the same; and that when a bond is so registered in the name of any person, such person shall be deemed and regarded as the owner of such bond; and that all payments of either principal or interest thereon shall thereafter be made to him or to his order only; and that such payments to him or to his order shall be valid payments of such principal or interest, and a discharge to the party of the first part, to the extent of the sums so paid. And also, that such registry may be changed upon presentation of the bond with the written order of the person in whose name it is registered, properly authenticated, to the name of such person as may by the said written order be designated for the purpose, and he shall thereafter be deemed and regarded as the owner of the bond and its interest coupons under the same circumstances and conditions, and with the same rights as the prior owner, including the right to change the registration in manner afore-

Register of Bonds under Consolidated Mortgage of 1871.

Registration of Bonds.

Change of Registration.

Registration to
Bearer.

said, and so from time to time, as the owner for the time being may desire; and that the registered holder may also have the right to register the bond as payable to bearer, in which case the bonds and interest coupons shall be payable to the holder presenting the same. And any holder of a bond so registered as payable to bearer may again cause it to be registered in his name, with the same effect as the first registration, and successive registrations may in the same manner be made from time to time, as may be desired; and also, that the holder of any of said bonds may, at his option, surrender the coupons attached thereto to be canceled, in which case interest thereon will thereafter be payable to him or his order only.

Taxes, etc., paid.

ARTICLE SIXTH. — The said Party of the First Part hereby further agrees that it will pay or cause to be paid the bonds herein mentioned, and the interest thereon according to the terms thereof, and all taxes, levies, and assessments imposed and assessed, or which may hereafter be imposed or assessed upon the premises, franchises, and property hereby conveyed or intended so to be, and also the United States Government tax upon the interest payable on said bonds and each of them, and represented by the coupons annexed to said bonds, and will, at its own cost and expense, do, or cause to be done, all things necessary to preserve and keep valid and intact the lien or incumbrance hereby created.

Default continued
for Six Months.

ARTICLE SEVENTH. — In Case Default shall be made in the payment of any interest upon either of said bonds when the same shall become due and payable, or in the payment of any sum or sums of money hereinbefore provided to be made for the creation of said sinking fund, and such default shall continue for six months after the same has been demanded, the whole principal sum mentioned in each and all of this said further issue of bonds then outstanding shall, at the option of the holders of a majority in interest of said bonds, forthwith become due and payable, and thereupon all the terms and provisions contained in Articles Twelfth, Thirteenth, and Fourteenth of the said Consolidated Mortgage are hereby made applicable to such further issue of bonds, secured by this trust deed or mortgage, and to all the property, real, personal and mixed, and the rights and franchises hereby conveyed.

Arts. 12, 13, and 14 of
Consolidated Mort-
gage, applicable.

Resignation, etc.,
of Trustee.

ARTICLE EIGHTH. — In Case of the Resignation, removal, insolvency, or incapacity, or inability for any other reason, of

the said party hereto of the second part to act in execution of the trust hereby created, then the provisions contained in Article Fifteenth of said Consolidated Mortgage, for the appointment of a new or provisional Trustee or Trustees, are made applicable hereto. Art. 15, Consolidated Mortgage, applicable.

ARTICLE NINTH. — **The Party of the First Part** shall from time to time, and at all times hereafter, and as often as thereunto requested by the party of the second part, its successor or successors, execute, acknowledge, and deliver all such further deeds, conveyances, and assurances in the law for the better assuring unto the party of the second part, its successor or successors in the trust hereby created, upon the trusts herein expressed, the lands, railroad, equipments, and appurtenances hereinbefore conveyed or intended so to be, and all other property and things whatsoever, which may be hereafter acquired for use in connection with the same or any part thereof, and all franchises now held, including the franchise to be a corporation, as by the party of the second part, its successor or successors, or by their counsel learned in the law, shall be reasonably advised, devised, or required. Covenant for further Assurance.

ARTICLE TENTH. — **Provided, Nevertheless,** and it is hereby further agreed by and between the parties hereto, that in case the said party of the first part shall at any time hereafter desire to grant, bargain, sell, assign, transfer, and set over, divest itself of, and part with the said hereinbefore described railroad, being the aforesaid extension from Fort Gibson to Fort Smith hereby conveyed, and corporate railroad property, real, personal, or mixed, rights, powers, and franchises, or any part or portion of said corporate railroad property, real, personal or mixed, rights, powers, and franchises hereinbefore described and conveyed by this trust deed or mortgage, to any other corporation or corporations authorized by law to purchase and take the same, then upon the surrender or cancellation of the whole of such further issue of bonds outstanding, the said party of the second part shall and hereby covenants to release the whole of said railroad property from the lien and operation of this trust deed or mortgage, and to cancel and satisfy the same, or to release any part or portion of said railroad property, less than the whole, upon the surrender or cancellation of the number of said bonds issued in proportion to the part or portion of said railroad property so sold, and to release such part or portion from the lien and operation of this trust deed or mortgage, Sale of Mortgaged Property by Railway Company. Release of this Mortgage.

including a release of a proportionate amount of the sinking fund hereinbefore provided for the payment of said bonds.

Provided Always, and this grant and conveyance is upon the express condition that until some default shall be made in the performance or observance of the conditions, obligations, or requirements herein contained, the said party of the first part shall be permitted to possess, manage, operate, and enjoy all the said railroads, with their equipments and appurtenances, and all other the lands and premises, property, and franchises hereinbefore described; and that upon the payment in full of said bonds, and the interest due thereon, then the estate, title, and interest hereby granted shall cease, determine, and be void; and the said party of the second part, its successor or successors in this trust, shall convey, assign, transfer, and deliver over to said party of the first part, and its successors, all the said railroads, their equipments, and appurtenances, and all moneys, notes, bills, bonds, mortgages, choses in action, and property, real, personal, and mixed, and things of value remaining in its possession, and shall duly execute and deliver to the said party of the first part a proper release or satisfaction of this mortgage.

In Witness Whereof, the said party of the first part has caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of the President and Secretary; and the said party of the second part, to evidence its acceptance of the trust hereby created, has also caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Secretary, the day and year first above written.

MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

FURTHER ADDITIONAL MORTGAGE,

JUNE 1, 1873.

THIS INDENTURE, made the first day of June, one Parties. thousand eight hundred and seventy-three, between the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, of the one part, and the UNION TRUST COMPANY, of New York, of the other part,

Whereas, the said party of the first part did heretofore, and on or about the first day of February, one thousand eight hundred and seventy-one, duly make, execute, and deliver unto the said party of the second part, a certain trust deed or Consolidated Mortgage, whereby the said party of the first part did duly grant, bargain, sell, assign, transfer, and convey unto the said party of the second part, all the property, both real and personal and mixed, and all the corporate rights, powers, franchises, and privileges therein fully set forth and described, to have and to hold the same unto the said party of the second part, its successor or successors and assigns, in trust to secure the payment of bonds in the sum [of] one thousand dollars each, amounting to the aggregate principal sum of fourteen millions of dollars, and numbered from one to fourteen thousand, both inclusive, and for the uses, intents and purposes in the said indenture of mortgage fully expressed and declared, as by reference thereto, now being in the proper custody of the party of the second part, and also duly recorded among other places, in the office of the Recorder of the County of Pettis, in the State of Missouri, will more fully and at large appear ;

Mortgage of Feb. 1, 1871.

To secure \$14,000,000 of Bonds.

And Whereas, among the other terms, provisions, and articles in the said indenture of mortgage contained, the tenth article therein is in the words following, that is to say :

Art. 10 of Mortgage of Feb. 1, 1871.

“ARTICLE TENTH. — It is further Mutually Agreed, by and between the parties hereto, that if the said party of the first

Bonds upon new
Roads at \$20,000
and \$25,000 per Mile.

Sinking Fund.

Mortgage to secure
said Bonds.

part shall hereafter, under any right or franchises, now owned by it and not conveyed by this trust deed or mortgage, further extend its said road, or shall under any right or franchise now owned or hereafter to be acquired, construct any other railroad or railroads, or become the owner of any other railroad, already constructed, then for every such extension and every such railroad constructed or to be constructed, a further issue of bonds may be made hereunder by the said party of the first part, the aggregate amount of which shall not exceed the rate of twenty thousand dollars for every mile of road, where lands shall not have been granted by any State, or by the United States, to aid in the construction thereof, and twenty-five thousand dollars per mile in all cases where lands shall have been so granted; such bonds to be issued in the same proportions and upon the same conditions as hereinbefore provided in Article Fourth for the issue of the bonds to which said Article relates, and in case said bonds are sold, the proceeds to be paid over, as also in said Article provided. And all such bonds shall be of the same tenor as that provided for in the form of bonds as hereinbefore set forth, subject only to necessary variation as to the distinguishing numbers and the dates thereof, and shall bear numbers running from number fourteen thousand upward, and shall be entitled to the benefit of a sinking fund, to be created in the same manner as is hereinbefore provided. And the said party of the first part hereby agrees, to execute and deliver to the said party of the second part, its successor or successors, upon every such further issue of bonds any further reasonable and necessary trust deed or mortgage to bring and subject to the conditions of these presents every such extended or future acquired road, and every other land or property, real or personal, that may hereafter be acquired by it, for the purpose and with the intent of securing the payment of said bonds composing every such increased issue, as well as the bonds hereinbefore described, equally and alike upon the property of the said party of the first part, with the interest due and to grow thereon, and the payment to said Trustee of the said sinking fund, in the same manner as if all said bonds had been originally secured by one and the same trust deed or mortgage. Provided, however, that if any railroad or railroads, which may hereafter be acquired by the party of the first part, shall at the time of such acquisition, be subject to the lien of any trust deed or mortgage theretofore made to secure bonds then outstanding, no more bonds shall be issued

hereunder on any such railroad or railroads than such an amount as shall, together with such outstanding bonds, be equal to the rate per mile hereinbefore mentioned; but bonds may be issued hereunder on any such railroad or railroads in exchange for an equal amount of such outstanding bonds."

And Whereas, after the execution and delivery of the certain trust deed or Consolidated Mortgage by the party of the first part to the party of the second part, bearing date the first day of February, one thousand eight hundred and seventy-one, the said party of the first part did acquire and become owner of certain other corporate railroad rights and franchises and property, real and personal, and did thereupon proceed to make a further issue of its bonds under and in pursuance of Article Tenth of the Consolidated Mortgage hereinbefore recited, being a further issue of two thousand five hundred bonds in the sum of one thousand dollars each, amounting to the aggregate principal sum of two millions, five hundred thousand dollars, and numbered from fourteen thousand and one to sixteen thousand five hundred, both inclusive, and did thereupon make, execute, and deliver to the party hereto of the second part an additional trust deed or mortgage, bearing date the first day of June, one thousand eight hundred and seventy-two, whereby the said party of the first part did bring in the said certain other corporate railroad rights and franchises and property, real and personal, which the said party of the first part did so acquire, for the purpose and with the intent of securing the payment of the said further issue of bonds equally and alike upon the property of the said party of the first part, as by reference to the said trust deed or mortgage, now being in the proper custody of the party hereto of the second part, and duly recorded, will fully and at large appear;

Additional Mortgage
of June 1, 1872, to
secure \$2,500,000 of
Bonds.

And Whereas, since the execution and delivery of the said trust deed or Consolidated Mortgage, bearing date the first day of February one thousand eight hundred and seventy-one and of the said additional trust deed or mortgage, bearing date the first day of June, one thousand eight hundred and seventy-two, the said party of the first part has purchased and become the owner of the Hannibal and Central Missouri Railroad, together with the corporate rights, powers, privileges, franchises and other property, real and personal

Purchase of Hanni-
bal & Central Mo.
R. R.

thereto, and to the Hannibal and Central Missouri Railroad Company belonging, as the same is hereinafter more fully described;

Hannibal & Central
Mo. R. R. First Mort-
gage, April 20, 1870,
to secure \$1,100,000
of Bonds.

And Whereas, the said Hannibal and Central Missouri Railroad Company did heretofore make and issue their bonds, bearing date the second day of May, one thousand eight hundred and seventy, in the sum of one thousand dollars each, amounting to the aggregate principal sum of eleven hundred thousand dollars, and numbered from one to eleven hundred, both inclusive, each of said bonds being payable to R. F. Lake-man, Esquire, or bearer, at the agency of said Company in the City of New York, on the first day of May, one thousand eight hundred and ninety, with interest thereon at the rate of seven per cent. per annum, payable half yearly, and to secure the payment of the principal and interest of said bonds, did make, execute, and deliver to the Farmers' Loan and Trust Com-pany of the City of New York, a certain trust deed or mortgage bearing date the twentieth day of April, one thou-sand eight hundred and seventy, conveying the railroad of said Company with its franchises and property, real and per-sonal, thereto belonging, as by reference to said trust deed or mortgage, duly recorded in the Recorder's offices of the Counties of Randolph, Ralls, Monroe, and Marion, in the State of Missouri, will fully appear;

Hannibal and Cent.
Mo. R. R. Second
Mortgage, Feb'y. 1,
1872, to secure \$250,
000, of Bonds.

And Whereas, the said Hannibal and Central Missouri Railroad Company did heretofore make and issue certain others of their bonds bearing date the first day of February, one thousand eight hundred and seventy-two, in the sum of one thousand dollars each, amounting to the aggregate principal sum of two hundred and fifty thousand dollars, and numbered from one to two hundred and fifty, both inclusive, each of said bonds being payable to A. B. Baylis, or bearer, at the office of said Company in the City of New York, on the first day of May, one thousand eight hundred and ninety-two, with interest thereon at the rate of seven per cent. per annum, payable half yearly, and to secure the payment of the princi-pal and interest of said bonds, did make, execute, and deliver to the New York Guaranty and Indemnity Company of the City of New York a second trust deed or second mortgage, bearing date the first day of February, one thousand eight hundred and seventy-two, conveying the railroad of said Com-pany with the franchises and property, real and personal,

thereto belonging, as by reference to said second trust deed or second mortgage, duly recorded in the Recorder's offices of the Counties of Monroe, Marion, Ralls, and Randolph, in the State of Missouri will fully appear;

And Whereas, of the thirteen hundred and fifty first and second mortgage bonds, so as aforesaid made and issued by the Hannibal and Central Missouri Railroad Company, and amounting in the aggregate to the principal sum of thirteen hundred and fifty thousand dollars, and so secured as aforesaid, eight hundred of said bonds amounting to the aggregate principal sum of eight hundred thousand dollars, are still outstanding and are to be exchanged for bonds equal in amount of the party of the first part hereto, issued under and secured by this trust deed or mortgage;

Exchange of Han. & Cent. Mo. First and Seconds.

Bonds for \$800,000 outstanding.

And Whereas, the said railroad of the Hannibal and Central Missouri Railroad Company, extending from its eastern terminus, in the City of Hannibal, in the State of Missouri, westwardly through the Counties of Marion, Ralls, and Monroe to its terminus in the town of Moberly, in the County of Randolph, in said State, being seventy miles in length, has been heretofore constructed and is now maintained and in operation;

Han. & Cent. Mo. R. R. from Hannibal to Moberly, 70 Miles.

And Whereas, lands have not been granted by any State or by the United States to aid in the construction of said railroad;

No Lands granted to aid.

And Whereas, the said party of the first part for the purpose of meeting the obligations incurred by it in the purchase of the said railroad and other property of the Hannibal and Central Missouri Railroad Company, has resolved to make a further issue of bonds under and by virtue of the right and privilege reserved in and by the said Article Tenth hereinbefore set forth and recited, which said bonds shall be in the sum of one thousand dollars each, amounting to the aggregate principal sum of one million, four hundred thousand dollars and numbered from sixteen thousand five hundred and one to seventeen thousand, nine hundred, both inclusive, and being at the rate of twenty thousand dollars for every mile of the railroad so purchased by the party of the first part; and that each of said bonds shall be in the words and figures following, subject only to necessary variation as to the distinguishing numbers and amount thereof;

Additional Bonds issued under Art. 10. of Consolidated Mortgage of Feb. 1, 1871.

Bonds for \$1,400,000.

Rate, \$20,000 per Mile.

Form of Bond.

UNITED STATES OF AMERICA,
STATES OF KANSAS AND MISSOURI.
MISSOURI, KANSAS AND TEXAS RAILWAY
COMPANY.

*First Mortgage, Seven per Cent., Land Grant and Sinking
Fund Gold Bond.*

No. _____

\$1,000.

Free of U. S. Government Tax.

Seven per Cent. —
Gold — Principal
and Interest.

Default Continued
for Six Months.

Additional Series of
Bonds, Nos. 16,501
to 17,900.

Know all Men by These Presents, that the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY is indebted to the Union Trust Company of New York, or bearer, in the sum of one thousand dollars in gold coin of the United States, which the said Railway Company promises to pay to the bearer hereof, on the first day of June, in the year nineteen hundred and six, in the City of New York, with interest thereon from the date hereof at the rate of seven per cent. per annum, payable in gold coin aforesaid, semi-annually, at its office or agency in the City of New York, on the first days of August and February in each year, upon the presentation and surrender of the coupons hereto attached, as they severally become due, as provided therein; and in case of default in the payment of any half yearly installment of interest, which shall have become due and been demanded, and such default shall have continued six months after demand, the principal of this bond shall become due in the manner and with the effect provided for in the trust deeds or mortgages hereinafter mentioned.

This bond is one of a further issue of bonds numbered consecutively from sixteen thousand five hundred and one to seventeen thousand nine hundred, both inclusive, each for the sum of one thousand dollars, amounting in the aggregate to the sum of one million four hundred thousand dollars, all of which are of like tenor, date, and effect, and such further issue is made pursuant to Article Tenth of a certain trust deed or mortgage, dated the first day of February, in the year eighteen hundred and seventy-one, duly executed and delivered by the said Railway Company and recorded in the proper offices in the States of Missouri, Kansas and elsewhere, and conveying to the said Union Trust Company, of New York, in trust, the corporate property, real and personal, of the party of the first part therein described, and all its franchises and the

privileges appertaining thereto, as set forth in said trust deed or mortgage; and this further issue of bonds, together with the sixteen thousand five hundred bonds above named, are secured equally and alike thereby, and by another trust deed or mortgage bearing date the first day of June, one thousand eight hundred and seventy-two, and also by another trust deed or mortgage bearing date the first day of June, one thousand eight hundred and seventy-three; all duly executed and delivered by the said Railway Company, and duly recorded, conveying to the said Trust Company, the corporate property, real and personal, therein severally described.

Additional Mortgage, June 1, 1872.

This bond is entitled to the benefit of a sinking fund as provided by said trust deeds or mortgages, whereby the principal of said bonds will be redeemed in thirty-three years from the date hereof. Bonds equal in amount to the accumulations in said sinking fund will be redeemed at their par value annually, commencing after the first day of February, one thousand eight hundred and seventy-six. Notice of the numbers of the bonds so allotted for redemption will be published in two or more daily newspapers printed in the City of New York, for sixty days, at the expiration of which time interest thereon shall cease.

Sinking Fund.

Redemption of Bonds.

This bond shall pass by delivery or by transfer on the books of the Company in the City of New York, and such other places in this country and in Europe as said Company may hereafter designate. After a registration of ownership, certified hereon by the Secretary of the Company or its Transfer Agent, no transfer, except on the books of the Company shall be valid, unless the last transfer shall have been to bearer; the bond to be entitled to successive registrations and transfers to bearer at the option of each holder, and other privileges in that behalf mentioned in said trust deeds or mortgages.

Registration and Transfer.

This bond shall not become obligatory until it shall have been authenticated by a certificate indorsed hereon, duly executed by the Trustee aforesaid, to the effect that the same is properly issued.

Certification.

In Witness Whereof, the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY has caused these presents to be executed by its President and Secretary, and its corporate seal to be hereto affixed this first day of June, A. D., eighteen hundred seventy-three.



_____, *President.*

_____, *Secretary.*

Further Additional
Mortgage.

And Whereas, the said party of the first part, in pursuance of its agreement contained in Article Tenth aforesaid, and subject to the restrictions in said article contained, is desirous of executing and delivering to the said party hereto of the second part, upon such further issue of bonds, a further trust deed or mortgage, conveying the property hereinafter described and so acquired as aforesaid, for the purpose and with the intent of securing the payment of the said bonds composing such further issue, according to the tenor and effect of the provision in the said article contained.

This Indenture
conveys

Now, Therefore, this Indenture Witnesseth, that the said party hereto of the first part, for and in consideration of the premises, and of the sum of one dollar to it duly paid by the party hereto of the second part, and in order to secure the payment of the principal and interest of the said further issue of bonds, according to the tenor thereof, hath granted, bargained, sold, assigned, transferred, and conveyed, and by these presents doth grant, bargain, sell, assign, transfer, and convey, unto the said party of the second part, its lawful successor or successors in the trust hereby created and assigns : —

Road from Hannibal
to Moberly, 70 Miles.

FIRST. — The Entire Railroad of and belonging to the said party of the first part, situate, lying, being, and extending from its eastern terminus in the City of Hannibal, in the State of Missouri, westwardly through the Counties of Marion, Ralls, and Monroe, to its eastern terminus in the town of Moberly, in the County of Randolph, as the same has been heretofore, and is now constructed, maintained, and operated, being seventy miles in length.

Lands, etc.

SECOND. — All Lands and Real Estate of every kind and nature, and wheresoever the same may be situate, of or belonging to the said party of the first part, and owned, used, occupied and enjoyed in the construction, maintenance and operation of said railroad, together with all depots, station-houses, freight-houses, car-houses, machine-shops, cattle-yards, and all other buildings, erections, tenements, structures, and fixtures, and all machinery, tools, rails, ties, tracks, bridges, viaducts, culverts, fences or other constructions or superstructures to the said railroad belonging or in any wise appertaining, including all locomotives, tenders, cars, and other rolling stock and equipments now owned or used in the operation of said railroad, or which may be hereafter acquired.

Buildings, etc.

Rolling Stock, etc.

THIRD. — All the Franchises, Rights, Powers, and Privileges Franchises, etc. of or belonging to the said party of the first part pertaining to the railroad hereby conveyed, and all easements or other incorporeal rights, however acquired or conferred, and all other property, real, personal, or mixed, owned, used, occupied or enjoyed, or which may hereafter be acquired, owned and used by the said party of the first part in or about the construction, maintenance, and operation of said railroad,

To Have and to Hold, all and singular the above mentioned and described premises, rights, franchises, railroad, and real and personal property, unto the said party of the second part, its successor or successors, and assigns, in trust and for the uses, intents, and purposes hereinafter expressed and declared of and concerning the same, that is to say: To have and to hold Trusts declared.

ARTICLE FIRST. — No One of the said Bonds shall be deemed issued, or be valid or secured by this mortgage, until there shall have been indorsed upon it a certificate duly signed by the party of the second part, its successor or successors in this trust, to the effect following, viz.: “The within bond is one of a further issue of fourteen hundred bonds under and in pursuance of Article Tenth of the Consolidated Mortgage made by the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and is secured thereby and by further trust deeds or mortgages as in said Article provided.” Trustee's Certificate.

ARTICLE SECOND. — Eight Hundred of said Bonds, being those numbered from sixteen thousand five hundred and one to seventeen thousand three hundred, both inclusive, shall be issued and used only in exchange indiscriminately for first and second mortgage bonds equal in amount and now outstanding, heretofore issued, as hereinbefore recited, by the Hannibal and Central Missouri Railroad Company, and thereupon the bonds so received in exchange shall be cancelled by the party hereto of the second part, and delivered to the party hereto of the first part, and the two, the several trust deeds or mortgages above recited, shall thereupon be duly satisfied and discharged of record. 800 Bonds for Exchange of Han. & Cent. Mo. Firsts and Seconds. Satisfaction of Mortgages.

ARTICLE THIRD. — Six Hundred of the Bonds hereby secured being those numbered from seventeen thousand three hundred and one to seventeen thousand nine hundred, both inclusive, shall be issued and forthwith delivered to the party of the first part. 600 Bonds for Grantor.

Sinking Fund.

ARTICLE FOURTH. — And for the Purpose of Providing a Sinking Fund for the redemption of the bonds secured hereby, the party of the first part further agrees to pay to the party of the second part, its successor, or successors, in this trust, on the first day of February, in the year one thousand eight hundred and seventy-six, a sum equal to one per cent. in gold coin aforesaid, of the aggregate principal of said bonds; and also to pay on or before the first day of February, in every year thereafter, a like sum and interest at the rate at seven per cent. in the same coin, upon all payments theretofore made, such payments to be made into the sinking fund created by Article Fifth of the Consolidated Mortgage aforesaid, and to be applied equally and alike with the fund thereby created to the redemption of all the bonds of the party hereto of the first part.

Redemption of Bonds.

Subdivisions of Bonds.

ARTICLE FIFTH. — The said Party of the First Part shall have the right, at its option, to issue or exchange, and re-issue, either or any of the bonds hereby secured in subdivisions of fifty, one hundred or five hundred dollars each, in such form as shall be approved by the said party of the second part, such subdivision bonds to be authenticated by certificates indorsed thereon, duly signed by the said party of the second part, and each of them to bear the number of the bond to which it shall belong, and in addition thereto, a letter of the alphabet, commencing with the letter A for the first subdivision of every bond so subdivided, and so on in the consecutive order of the letters of the alphabet for the remaining subdivisions of every such bond.

Registry of Consolidated Mortgage Bonds.

ARTICLE SIXTH. — The Party of the First Part doth hereby further covenant and agree, to and with the party of the second part, and its successor or successors in this trust, that the party of the first part shall at all times hereafter keep at its office in the City of New York, and at such other places in this country or in Europe as it may hereafter appoint, a book or books which shall be respectively designated as “The Register of Bonds issued under the Consolidated Mortgage;” and that any holder of any the bonds issued under the provisions of this indenture may there register his bonds upon presenting the same; and that when a bond is so registered in the name of any person, such person shall be deemed and regarded as the owner of such bond; and that all payments of either principal or interest thereon shall thereafter be made to him or to his order only; and that such payments to him or to his order shall be valid

payments of such principal or interest, and a discharge to the party of the first part to the extent of the sums so paid. And also, that such registry may be changed upon presentation of the bond with the written order of the person in whose name it is registered, properly authenticated, to the name of such person as may by the said written order be designated for the purpose, and he shall thereafter be deemed and regarded as the owner of the bond and its interest coupons, under the same circumstances and conditions, and with the same rights as the prior owner, including the right to change the registration in manner aforesaid and so from time to time, as the owner for the time being may desire; and that the registered holder may also have the right to register the bond as payable to bearer, in which case the bonds and interest coupons shall be payable to the holder presenting the same. And any holder of a bond so registered as payable to bearer, may again cause it to be registered in his name, with the same effect as the first registration; and successive registrations may in the same manner be made from time to time, as may be desired; and also that the holder of any of said bonds may, at his option, surrender the coupons attached thereto to be cancelled, in which case interest thereon will thereafter be payable to him or his order only.

Change of Registration.

ARTICLE SEVENTH. — The said Party of the First Part hereby further agrees that it will pay or cause to be paid the bonds herein mentioned and the interest thereon according to the terms thereof, and all taxes, levies, and assessments imposed and assessed, or which may hereafter be imposed or assessed upon the premises, franchises, and property hereby conveyed or intended so to be, and also the United States Government tax upon the interest payable on said bonds and each of them and represented by the coupons annexed to said bonds, and will, at its own cost and expense, do, or cause to be done, all things necessary to preserve and keep valid and intact the lien or incumbrance hereby created.

Taxes, etc., to be Paid.

ARTICLE EIGHTH. — In Case Default shall be made in the the payment of any interest upon either of said bonds, when the same shall become due and payable, or in the payment of any sum or sums of money hereinbefore provided to be made for the creation of said sinking fund, and such default shall continue for six months after the same has been demanded, the whole principal sum mentioned in each and all of this said further issue of bonds, then outstanding, shall at the option of the holders of a majority in interest of said bonds, forthwith

Default continued for Six Months.

Arts. 12, 13 and 14 of
Consolidated Mort-
gage of Feb. 1, 1871.

become due and payable, and thereupon all the terms and provisions contained in Articles Twelfth, Thirteenth, and Fourteenth of the said Consolidated Mortgage, are hereby made applicable to such further issue of bonds, secured by this trust deed or mortgage, and to all the property, real, personal, and mixed, and the rights and franchises hereby conveyed.

Resignation, etc., of
Trustee.

ARTICLE NINTH. — In Case of the Resignation, removal, insolvency, or incapacity or inability for any other reason, of the said party hereto of the second part to act in execution of the trust hereby created, then the provisions contained in Article Fifteenth of said Consolidated Mortgage for the appointment of a new or provisional Trustee or Trustees are made applicable hereto.

Covenant for further
Assurance.

ARTICLE TENTH. — The Party of the First Part shall, from time to time, and at all times hereafter, and as often as thereunto requested by the party of the second part, its successor or successors, execute, acknowledge, and deliver all such further deeds, conveyances, and assurances in the law for the better assuring unto the party of the second part, its successor or successors in the trust hereby created, upon the trust herein expressed, the lands, railroad, equipment, and appurtenances hereinbefore conveyed or intended so to be, and all other property and things whatsoever which may be hereafter acquired for use in connection with the same or any part thereof, and all franchises now held, including the franchise to be a corporation, as by the party of the second part, its successor or successors, or by their counsel learned in the law, shall be reasonably advised, devised, or required.

Possession to remain
with Ry. Company,
until, etc.

Provided always, and this grant and conveyance is upon the express condition, that until some default shall be made in the performance or observance of the conditions, obligations, or requirements herein contained, the said party of the first part shall be permitted to possess, manage, operate, and enjoy all the said railroads with their equipments and appurtenances, and all other the lands and premises, property and franchises hereinbefore described; and that upon the payment in full of said bonds, and the interest due thereon, then the estate, title, and interest hereby granted shall cease, determine, and be void; and the said party of the second part, its successor or successors in this trust, shall convey, assign, transfer, and deliver over to said party of the first part, and its successors, all the said railroads, their equipments and appurtenances, and all moneys, notes, bills, bonds, mortgages, choses in action, and property,

Defeasance.

real, personal, and mixed, and things of value remaining in its possession, and shall duly execute and deliver to the said party of the first part a proper release or satisfaction of this mortgage.

In Witness Whereof, the said party of the first part, has caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its Vice-President and Secretary, and the said party of the second part, to evidence its acceptance of the trust hereby created has also caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its Vice-President and Secretary the day and year first above written.

GEO. DENISON, *Vice-President*.

H. B. HENSON, *Secretary*.

UNION TRUST COMPANY OF NEW YORK, *Trustee*,

By AUGUSTUS SCHELL, *Vice-President*.

C. T. CARLTON, *Secretary*.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK. } ss.

Be it remembered that on this third day of July, A. D., 1873, before me, Charles Nettleton, a commissioner of the State of Missouri in and for the State of New York, residing in said City of New York, personally appeared George Denison, the Vice-President of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY and H. B. Henson, the Secretary of the same Company, to me respectively personally known to be such, who, being by me severally duly sworn, did depose and say that he, said George Denison, resided in said City of New York, that he, said H. B. Henson, resided in Brooklyn, in said State of New York; that he, said George Denison, was the Vice-President, and he, said H. B. Henson was the Secretary of the said Company; that they knew the corporate seal of said company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said company, and that they, the said George Denison and H. B. Henson signed their names thereto by the like order as President and Secretary of said Company, respectively, and the said George Denison and H. B. Henson, who are personally known to me to be the same persons whose names are subscribed to said instrument;

Notarial Certificate
of Acknowledgment.

acknowledged the same to be their own act and deed, and the act and deed of said company for the purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.



CHARLES NETTLETON,
Commissioner for Missouri in New York.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

Notarial Certificate
of Acknowledgment.

Be it remembered that on this third day of July, A. D., 1873, before me, Charles Nettleton, Commissioner of the State of Missouri in and for the State of New York, residing in said City of New York, personally appeared Augustus Schell, the Vice-President of the Union Trust Company of New York, an incorporated Company, and C. T. Carlton, the Secretary of the same Company, to me respectively personally known to be such, who being by me severally duly sworn, did depose and say that he, said Augustus Schell resided in said City of New York, that he, said C. T. Carlton, resided in Brooklyn, in said State of New York, that he, said Augustus Schell was the Vice-President, and he, said C. T. Carlton, was the Secretary of the said Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Augustus Schell and C. T. Carlton, signed their names thereto by the like order as Vice-President and Secretary of said Company respectively, and the said Augustus Schell and C. T. Carlton, who are personally known to me to be the same persons whose names are subscribed to said instrument, acknowledged the same to be their own act and deed, and the act and deed of said Company for the purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.



CHARLES NETTLETON,
Commissioner for Missouri in New York.

[The original of the foregoing instrument was filed for record in the office of the Recorder of Deeds for the County of Marion, State of Missouri, August 27, 1873, and is recorded in said office in Book 67 on pages 17 to 27, inclusive. The foregoing is an accurate copy of the instrument as there recorded.]

EAST LINE & RED RIVER RAILROAD COMPANY.

FIRST MORTGAGE,

JUNE 1, 1880

THIS INDENTURE, made the first day of June, Anno ^{Parties.} Domini, one thousand eight hundred and eighty, by and between the EAST LINE AND RED RIVER RAILROAD COMPANY, a corporation created by and existing under the laws of the State of Texas, party of the first part, and THE FIDELITY INSURANCE, TRUST AND SAFE DEPOSIT COMPANY, of the City of Philadelphia, State of Pennsylvania, Trustee as hereinafter mentioned and described, party of the second part; **Witnesseth:**

Whereas, the EAST LINE AND RED RIVER RAILROAD COM- ^{Power to construct} PANY is by its charter duly authorized to construct, own, and ^{Road.} maintain a railway from the City of Jefferson, in the County of Marion, State of Texas, to the town of Greenville, in Hunt County, Texas, and thence westwardly or northwestwardly to the western limits of the State of Texas; and,

Whereas, the said EAST LINE AND RED RIVER RAILROAD COMPANY has already completed, in accordance with the ^{Road completed and} requirements of its charter and the laws of Texas, that ^{to be completed.} portion of its line of railway which extends from the City of Jefferson, the initial point of said railway, to Sulphur Springs, the county site of Hopkins County, a distance of ninety-three miles, and designs immediately to construct, complete, equip, and stock, ready for use, the line to Decatur, Wise County, or to some other point which may, in the discretion of its directors, be legally selected, which shall be in all not exceeding a distance of two hundred (200) miles from the City of Jefferson, and for this purpose is fully empowered by law to issue bonds, and the same to make secure and protect by a mortgage or deed in trust, covering the whole or any part of its line of railway, with its appurtenances, and all and every part

of its estates and property, with its corporate rights, privileges, liberties, and franchises;

Resolution of Stockholders.

And Whereas, the stockholders of said Company, duly convened, did, on the tenth day of May, one thousand eight hundred and eighty, by a vote of more than two-thirds of their number, adopt the following resolutions, to-wit:

Mortgage authorized

Resolved, by the stockholders of the EAST LINE AND RED RIVER RAILROAD COMPANY, assembled in their corporate capacity, at the office of their Company, in the City of Jefferson, State of Texas, in obedience to and in compliance with the notice of the President, given according to the by-laws of the same, and according to the laws of Texas in that behalf, provided, more than two-thirds thereof concurring herein, that the Directors of the said Company be authorized, requested and directed to mortgage, or to execute a deed of trust upon the said railway already constructed from Jefferson to Sulphur Springs, and that may hereafter be constructed for a distance not exceeding two hundred miles from the said city of Jefferson, in Marion County, Texas, together with all the depots, depot grounds, locomotives, and rolling stock of every description now owned by said Company, or that it may hereafter acquire, and appurtenances, and land scrip, and lands, as may be acquired from the State of Texas, together with its corporate rights, liberties, and franchises, and income, and to issue upon the same coupon bonds, payable in the gold coin of the United States of America, on the first day of June, 1910, in the City of New York, and the interest payable semi-annually in the City of New York, in the gold coin of the United States, and to bear interest at the rate of six per cent. per annum, payable upon the first days of June and December of each year. But the said mortgage or deed of trust shall not be for an amount of said bonds exceeding seven thousand (\$7,000) dollars per mile; and none shall be authorized to be issued except upon a completed railway, and only upon sections of not less than ten (10) miles. The first section that bonds are hereby authorized to be issued upon is the ninety-three (93) miles now completed from the City of Jefferson to Sulphur Springs, the county site of Hopkins County, in the State of Texas, which bonds are immediately to be executed and delivered, and thence afterwards, as the said railroad shall be constructed in sections of not less than ten (10) miles in length, on westwardly through such counties as the Board of Directors in their discretion may determine to construct the same, accord-

Rate, not to exceed \$7,000 per Mile.

Sections of Ten Miles.

ing to the provisions of its charter, until it reaches Decatur in Wise County, or such other point as the Directors may legally select; not, however, to exceed in all from Jefferson, the initial point of said railway, a distance of two hundred (200) miles, so as to make the aggregate amount of bonds, authorized and intended to be authorized, to be issued by this resolution, in all, one million, four hundred thousand (\$1,400,000) dollars, and no more, and only *pro rata* as the actual construction and completion of the road progresses, in sections of not less than ten (10) miles in length. Said bonds shall be of the denomination of one thousand (\$1,000) dollars each, and numbered consecutively from one (1) to one thousand four hundred (1,400) inclusive; and the mortgage or deed in trust and bonds shall all be dated the first day of June, 1880; and the principal of said bonds shall be payable on the first day of June, 1910, and the interest semi-annually, and the said mortgage or deed in trust may pledge two (2) per centum of the whole amount of bonds issued, to be provided and set aside as a sinking fund to purchase and retire the bonds hereby authorized to be issued, to commence on and after the first day of September, 1885, in such manner as may be stipulated in said mortgage or deed in trust; and the Board of Directors of the said EAST LINE AND RED RIVER RAILROAD COMPANY are hereby authorized to have the said mortgage or deed in trust, and the bonds authorized to be issued in pursuance of the same, and of this resolution, executed and delivered to such persons and in such form, and with stipulations, guarantees, limitations, restrictions, and conditions as they may deem proper, necessary, expedient, and appropriate to carry out the object and intent of this resolution. And the Secretary of this meeting is directed to record this resolution upon the minute book of this Company, and to furnish a copy of the same to the Board of Directors of the EAST LINE AND RED RIVER RAILROAD COMPANY.

Series of 1400 Bonds
of \$1,000 each.

Sinking Fund.

Resolved, that said bonds and mortgage be in the form, or substantially in the form, submitted by counsel at the present meeting of the stockholders of this Company.

Form of Mortgage
Approved.

Resolved, that the provisions of these resolutions be carried out by the Board of Directors of this Company.

And Whereas, by an amendment to the charter of said Company, approved March 6, 1875, section 2 thereof, it is provided, as follows: —

Amendment of
Charter.

SECTION 2. That the Board of Directors of said Company

Power to Mortgage. is hereby authorized, upon a vote of two-thirds of the stock of said Company (each share being entitled to one vote), to mortgage said railroad, its lands, revenues, and franchises, jointly or separately, to raise money to construct or maintain the same, upon such terms and conditions as said Company may deem best; and to issue bonds thereon secured by such mortgage; and to do and perform any and all such acts and things as an individual might lawfully do to forward and promote the construction and maintenance of the said road.

Authorized by
Directors.

And Whereas, The Board of Directors of said Company, pursuant to the foregoing resolutions and the legal authority vested in them, have authorized and directed the execution, issuance and uses of said bonds and coupons as provided, and in the form as follows:—

UNITED STATES OF AMERICA,

Form of Bond.

STATE OF TEXAS.

First Mortgage Six per Cent. Gold Bond.

\$1,000

\$1,000

Six per cent.—
Gold—Principal
and Interest.

Default Continued
Six Months.

Series of 1400 Bonds.

Authorized by
Stockholders.

The EAST LINE AND RED RIVER RAILROAD COMPANY, for value received, acknowledges itself to be indebted, and promises to pay to W. B. Ward, of the City of Jefferson, State of Texas, or bearer, the sum of one thousand dollars in United States gold coin, at the office of its agency in the City of New York, on the first day of June, 1910, with interest thereon at the rate of six per centum per annum, payable semi-annually at the place aforesaid, in like gold coin, on the first days of June and December in each year, as specified in and on presentation of the annexed coupons therefor, until the said principal sum shall be paid as specified. In case of the non-payment of any semi-annual installment of interest for a period of six months after the same shall have become due, the principal hereof shall become due, as provided in the mortgage hereinafter mentioned. This bond is one of a series of one thousand four hundred bonds of like tenor and date, numbered consecutively from one to fourteen hundred inclusive, aggregating 1,400,000 dollars, issued, or which may be issued as the construction of the railway shall progress, but which shall be issued only upon the basis of seven thousand dollars per mile of completed railway, and no more, and is authorized by a resolution of the stockholders of said Company,

adopted at a meeting held by them in their corporate capacity according to its character and the law, and is and shall be secured by a first mortgage of even date herewith, in like manner authorized, duly executed, and delivered by the said Company to the Fidelity Insurance, Trust and Safe Deposit Company, of the City of Philadelphia, State of Pennsylvania, Trustee, conveying to it the Railway constructed from Jefferson to Sulphur Springs, and to be constructed from thence to Decatur, Wise County, Texas, or to such other place as the Directors may hereafter legally direct, not exceeding, however, in all, two hundred miles from the City of Jefferson, together with all the depots, depot grounds, locomotives, rolling stock, income and all appurtenances, and its corporate rights and franchises, together with such land scrip and land as may be acquired from the State of Texas. The payment of this bond is further secured by a sinking fund, provided for in said mortgage, of not less than two per centum per annum of the whole amount of bonds then issued, to commence in its operation on and after the first day of September, A. D., 1885, and which is pledged for the purpose of providing a fund for purchasing, extinguishing, and retiring these bonds. This bond shall pass by delivery, but shall not become binding and obligatory until the certificate hereon is signed by the Trustee heretofore mentioned; and before the said certificate shall be signed, it is expressly stipulated and agreed that this Company shall file with the said Trustee a duly authenticated copy of the report of the State Engineer, or of the person appointed by the authority of the State of Texas to inspect and pass thereon, showing the number of miles of road hereafter completed; but the bonds for the ninety-three miles now completed shall be certified and delivered to said Company by the Trustee, according to the provisions of the mortgage.

Mortgage of Road
from Jefferson to
Decatur, 200 Miles.

Rolling Stock, etc.

Franchises, etc.
Lands, etc.

Sinking Fund.

Certification.

Engineer's Report.

93 Miles now completed.

In Witness Whereof, The EAST LINE AND RED RIVER RAILROAD COMPANY, under and by virtue of the laws of the State of Texas, and in accordance with its chartered rights, has caused this bond to be signed by its President and Secretary, and its corporate seal to be affixed hereto, in the City of Jefferson, State of Texas, this first day of June, A. D., 1880.



_____, *President.*

_____, *Secretary.*

\$30.

COUPON No. _____

\$30.

Coupon.

The EAST LINE AND RED RIVER RAILWAY COMPANY will pay to the bearer hereof on the first day of 18—, in gold coin of the United States, thirty dollars, at the office of the agency of the Company, in the City of New York, for interest due on its bond No. _____.

_____, *Treasurer.*

Fac Simile Signature
of Treasurer.

And Whereas, the coupons annexed to such bonds bear upon their face, printed thereon, a *fac-simile* of the signature of the Treasurer of the said party of the first part, which is hereby declared to be of the same force and efficacy as if written in his own proper handwriting, under authority from the Board of Directors and stockholders of said Company;

Mortgage and Bond
approved by Directors.

And Whereas, the Board of Directors of said Company, at a meeting thereof, duly held on the eleventh day of May, one thousand eight hundred and eighty, did adopt, authorize, and approve the said form of bonds and coupons, and this mortgage or deed in trust for the purpose of securing the same;

This Indenture con-
veys.

Now, this Indenture Witnesseth: that said party of the first part, in consideration of the premises, and of the sum of one dollar, to it paid by the party of the second part, before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and for the purpose of securing the payment of the principal and interest of the said fourteen hundred (1,400) bonds, or of so many of such bonds as may be issued hereunder according to the tenor thereof, hath granted, bargained, sold, assigned, released, and conveyed, and by these presents doth grant, bargain, sell, assign, release and convey unto the said party of the second part, and its lawful successor or successors, and assigns, all and singular the railway constructed from the City of Jefferson to Sulphur Springs, and to be constructed thence to Decatur, Wise County, Texas, or to such other place as the directors may thereafter legally direct, not exceeding, however, in all, two hundred (200) miles from the City of Jefferson; including the road-bed and superstructure and the right of way of said railroad, and all lands and real estate held for railroad purposes, all rails, tracks, side tracks, bridges, viaducts, buildings, depots, station houses, car houses, shops, warehouses, turn-tables, water stations, fences, structures, erections, fixtures and appurtenances, and all other things of whatever

Road from Jefferson
to Decatur, 200
Miles.

kind thereunto belonging or in any wise appertaining, or which have been or may be acquired or provided for use upon or in connection with the said railroad; and all lands acquired or designed for depots, warehouses and other structures at either terminus, as well as along the line of said road; and also all the locomotives, engines, cars, and other rolling stock, equipment, machinery, instruments, tools, implements, materials, furniture and other chattels now or hereafter belonging or appertaining to said railroad, and all property, both real and personal, of every kind and description which shall hereafter be acquired for use upon or in connection with, or for the purposes of the said railroad; and all the corporate rights, privileges, and franchises which the said party hath and can exercise or shall hereafter acquire or possess, of, in, to, upon, or in respect of, the said railroad, or necessary for the construction, maintenance or operation of said railroad, or any thing belonging or appertaining, or which may hereafter belong or appertain to the same, or any part thereof; also all the right, title, interest, and claim which the party of the first part has now or may acquire, or become entitled to, in any land scrip or land from the State of Texas, and all the rents, issues, profits, tolls, and other income of the said railroad, and all the rights, privileges and franchises whatsoever which the said railroad Company now possesses, owns or is entitled to, and all rights, privileges, and franchises, properties real and personal and rights and things which the said railroad Company may or shall acquire, possess, or become entitled to for the purposes or in connection with said railroad, or the operation, use and maintenance thereof; and also in case the said Trustee, or its successor or successors, shall, at any time hereafter lawfully enter into the possession of the said railroad, with its appurtenances hereby mortgaged, or have a Receiver appointed for the same, any and all fuel or supplies intended for use in and about the operation, repair, or maintenance of said railroad, which said railroad Company may have on hand at the time of the said Trustee so entering into possession, or at the time of such receivership being granted or applied for; and all the other property and effects, both real and personal, which said company, at such time of the Trustee so entering into possession, or the granting of, or application for such receivership, may own, or possess, or be entitled unto in respect of the said railroad, **to Have and to Hold**, all and singular, the property, real and personal, with the hereditaments and fran-

Rolling Stock.

Franchises, etc.

Lands and Land
Scrip.Entry by Trustee or
Receiver.To Have and to
Hold.

chises, and all and singular the chartered rights, liberties and franchises, and all the rights and things hereby conveyed, or purporting and hereby intended to be conveyed unto the party of the second part, its successors and assigns forever.

Trusts declared.

In Trust, Nevertheless, for the use, benefit and security of all and singular the persons and corporations who or which shall, from time to time, be lawful owners or holders of any of the said one thousand four hundred (1,400) bonds, of one thousand dollars each, which may be issued and outstanding, with *pro rata* equality, without preference or priority, of any of such bondholders over any of the others, and upon the terms and conditions, and with the powers hereinafter expressed; that is to say: —

Trustee's Certificate.

ARTICLE 1. — None of the said Bonds shall be deemed issued, or be valid, or be deemed secured by this mortgage, until there shall have been indorsed upon it a certificate, duly signed by the party of the second part, or its successor or successors to the effect following, viz: “The Fidelity Insurance, Trust and Safe Deposit Company, of Philadelphia, the Trustee mentioned within, hereby certifies that the within bond is one of the series described in the mortgage referred to, which has been duly executed, recorded, and delivered to the Trustee. Six hundred and fifty-one of these bonds will be certified and delivered to the Company on the execution of the mortgage, being at the rate of seven thousand (\$7,000) dollars per mile of railroad already constructed; and as sections of road, not less than ten miles are completed and inspected, the residue of the bonds shall be certified and delivered, at the rate of seven thousand (\$7,000) dollars per mile.”

Possession to remain with Company, until, etc.

ARTICLE 2. — It is further Understood and Agreed that until default shall be made, either in the principal or interest of any of the said bonds, said Company is suffered and permitted to possess, hold, and enjoy the said railway, with all its appurtenances and equipments, and all property conveyed herein; and to use and operate the same, and to receive the income and profits thereof in the same manner as though this indenture had never been made and executed, except as hereinafter expressed with reference to any land scrip or lands hereafter earned or acquired from the State of Texas by the construction of said road.

Disused Property may be sold, etc.

It is Covenanted and Agreed that while the said party of the first part shall remain in possession of the premises hereby mort-

gaged, and there shall be no default in the payment of interest, sinking fund, or principal hereunder, the said party of the second part, or its successor or successors in the said trust, shall have full power and authority, to be exercised in its or their own discretion, to release from the lien and operation of these presents, in such manner as it or they may deem proper, any portion of the premises or property hereby mortgaged which may be appurtenant to the said railroad, or which may have been acquired or held for the uses or purposes thereof, but which, in the judgment of the said Trustee, shall be no longer requisite for use in connection therewith, or which shall have been acquired or held for stations, depots, shops, or other buildings, or for supplying fuel, gravel, or other material, and which, in the Trustee's judgment, shall be no longer requisite to be kept for such purposes, and likewise any lands not occupied by the track which may become disused by reason of the change in the location of any station-house, depot, shop, or other building connected with the said railroad, and likewise any land occupied by the tracks adjacent to such station house, depot, shop, or other building which the said party of the first part, its successors or assigns, may deem it expedient to disuse or abandon by reason of such change, and likewise any part of the original line of track or roadway, and of the depot grounds, buildings, or accommodation connected therewith, which may have been thrown out of use and ceased to form part of the railroad at the time of such release by reason of straightening or alteration of the line of the said road; provided, always, that the power of release given by this article is designed to be exercised, and shall be exercised only in case of the said Railroad Company's selling, or contracting to sell, the property so to be released, because of its being no longer required for the uses or purposes of said railroad, and requiring the same to be released in order to give a perfect title to the purchaser or purchasers; and provided, further, that when such released premises shall have been thrown out of use or cease to be required by reason of change of the line of road or change of depot grounds, buildings, or other accommodations, substitutes therefor, of equal or greater value, shall be conveyed by appropriate deeds to the Trustee upon the trusts, and for the uses and purposes of this indenture, before the giving of such release under the power contained in this article.

Proportional Release
of Mortgage Lien.

Property of equal
Value to be con-
veyed to Trustee.

Taxes, etc., paid.

ARTICLE 3. — **The said Party of the First Part**, binds itself to pay and satisfy all taxes of every kind whatsoever, which may be lawfully levied or imposed upon any of the lands, property, or objects embraced in this mortgage. Should it fail so to do for sixty days from the time when such taxes shall become due and payable, the party of the second part, its successor or successors, may pay them and collect any amount so paid from the party of the first part, or it may use any money, funds, or bonds of the party of the first part for that purpose.

Default continued
for Six Months.

ARTICLE 4. — **If Default be made** in the payment of the interest which shall accrue upon said bonds, or any of them, or any part thereof, or of the sinking fund, or any part thereof, and if the default continues for the space of six months, said party of the second part, its successor or successors in said trust, is hereby empowered to, and upon the request of the holders of one-third of the bonds issued hereunder and then outstanding, shall commence foreclosure proceedings for such interest or sinking fund, or enter upon and take possession, without process of law, or other legal proceedings, of the railway herein mortgaged, so far as said line may then be constructed or in operation, together with all and singular the equipment and rolling stock, depots, and appurtenances as hereinbefore described, as well as all land scrip and lands then earned or acquired, and is authorized to operate and work said railway, making from time to time, while in possession, all such repairs and replacements and all such alterations, additions, and improvements to the said railroad and other mortgaged property as shall be necessary and proper, and as the income of the said mortgaged premises shall be adequate to pay for, and to receive the earnings, income, and profits of the same, and pay the expenses of operating and maintenance until the net profits shall be sufficient to pay and discharge all existing arrears of interest or sinking fund, whereupon said arrears of interest or sinking fund shall be paid, and all of said property shall be surrendered and delivered to the party of the first part.

Trustee may enter
into Possession.

Lands and Land
Scrip.

Access to Books of
Company.

It is understood that while so in possession, the party of the second part shall have free access to all the books of the Company, and shall have the right to pay out of said earnings its own expenses, with reasonable charges and costs.

ARTICLE 5. — **In Case of Default** in the payment of any interest upon said bonds, and such default continuing twelve months, the whole principal sum mentioned in each and all of said bonds then outstanding shall, at the option of the holders of one-third in interest of the said bonds then outstanding, forthwith become due and payable, and in that event, or in case of default in the payment of the principal of said bonds, or any of them, at the maturity of said bonds, the party of the second part, or its successor or successors in this trust, shall foreclose this mortgage by legal proceedings, and sell, or cause to be sold, the said railway and property, and all the rights, privileges, and franchises, and all the appurtenances herein conveyed, as above expressed, including lands and land scrip, as well as all the benefit of the equity of redemption of the party of the first part in and to the same, with the benefit of the franchises aforesaid, which sale shall be at public auction, in the City of New York, or at Jefferson, Texas, on previous notice of time and place of such sale by advertisement, published not less than three times a week, for ten weeks, in at least two newspapers of general circulation published in the City of New York, two in the City of Philadelphia, and two in the State of Texas, and in such other places as may be required by law. And the party of the second part, its successor or successors, shall make and deliver to the purchasers of the said premises good and sufficient deeds of conveyance for the property, rights, privileges, and franchises, in fee simple, and such sale and conveyance shall be a perpetual bar, both in law and equity, against the party of the first part, its successors and assigns, and all others claiming by, or through, or under them, of all right, title, interest, or claim in and to the property, rights, privileges, and franchises herein conveyed, and every part and parcel thereof. The party of the second part, its successor or successors, may bid for and purchase said property, rights, privileges, and franchises, or any part thereof, at any such sale. From the proceeds of such sale, the party of the second part, its successor or successors, shall deduct its just allowances for the expenses thereof, including reasonable attorney and counsel fees, and all expenses which may have been occasioned in managing the said railroad, or the business thereof, together with just compensation for its services. After doing this, the proceeds of sale shall be applied to the payment of the principal and interest of the said bonds then outstanding. If not sufficient

Default continued
for Twelve Months.

Mortgage Foreclosed
by Legal Proceed-
ings.

Sale at Public
Auction.

Trustee's Deed.

Trustee may
Purchase.

Proceeds of Sale.

to pay the whole amount, then *pro rata* without discrimination or preference. If there be a surplus, it shall be paid over to the party of the first part, or as any court of competent jurisdiction may order. But the purchaser or purchasers at such sale shall not be bound for the application of the purchase-money after paying it to the party of the second part, its successor or successors, or as the court may direct, or be in any manner answerable for the loss or misapplication thereof.

Bonds receivable as
Purchase Money,
pro rata.

It is Covenanted and Agreed that the purchaser or purchasers at any sale of the mortgaged premises hereunder shall be entitled, in making settlement for and payment of the purchase-money bidden at such sale, to turn in and use towards the payment of such purchase money any of the bonds or coupons held by such purchaser or purchasers to or towards the payment whereof the net proceeds of such sale shall be legally applicable, reckoning such bonds or coupons for such purpose at such sum as shall be payable out of the net proceeds of such sale to such purchaser or purchasers as holder or holders of such bonds or coupons for his or their just share and proportion in that character of such net proceeds of sale, upon due apportionment of and accounting concerning such net proceeds, due receipts and acknowledgments being thereupon given by the holders of such bonds or coupons for the amount thus realized thereon, by means of turning in and using the same as aforesaid, and the said bonds or coupons being either delivered up to the person or persons making the sale and entitled to receive payment of the purchase-money, or due indorsement being made thereon of the amount so realized on account thereof.

Covenant for further
Assurance.

ARTICLE 6.—The said, The EAST LINE AND RED RIVER RAILROAD COMPANY, the party of the first part, does for itself and its successors covenant, promise, and agree with the party of the second part, and its successor and successors, that it will at any time or times hereafter execute, acknowledge, and deliver under its corporate seal, to the party of the second part, its successor or successors, all such further and other assurances, conveyances, transfers, and instruments in writing, and do all such further acts as may be proper or necessary, or as the counsel of said party of the second part, its successor or successors, learned in the law, shall deem necessary, proper, or expedient, for the better and more effectual securing of the payment of the series of bonds provided to be issued under

and by virtue of these presents, and the interest due or to become due thereon, and for carrying into effect the object and design of this conveyance, and preserving and keeping valid the lien hereby intended to be created upon the property herein and hereby conveyed.

ARTICLE 7. — The Party of the First Part does hereby Sinking Fund. covenant and promise with and to the party of the second part, that it will appropriate and set apart, from and out of the earnings of the said railroad, for the year commencing September 1st, 1885, and each successive year thereafter, until all the bonds provided for by this indenture shall be paid off and extinguished, a sum annually equal to not less than two per cent. of the amount of all such bonds as shall then be outstanding hereunder, which sum shall be paid to the party of the second part, its successor or successors in this trust by the party of the first part, on or before the fifteenth day of December following the close of each of said years, and the said last mentioned moneys, together with all moneys which may accrue to and be received in the execution of said trust, and the interest on all bonds purchased or received by the party of the second part, its successor or successors in this trust, under the provisions of this conveyance (which interest shall be regularly paid by the party of the first part, to the party of the second part, its successor or successors in this trust, until the maturity of the bonds), after debiting all charges and expenses in the execution thereof, shall constitute a sinking fund for the redemption of the said bonds, and shall be faithfully applied to that object.

The Holders of One-Third in Amount of the Bonds issued hereunder at any time outstanding may, by an instrument in writing, or concurrent instruments in writing, executed under their hands or the hands of their attorneys in fact, at any time when the party of the first part is unable to pay the same, suspend for a period not greater than five years at any one time the operation of the provisions herein contained, in respect to the payment by the party of the first part to the party of the second part of a sum not less than two (2) per cent. of the bonds outstanding toward the sinking fund hereunder, and the holders of two-thirds in interest of such outstanding bonds issued hereunder may at any time, by an instrument in writing, or concurrent instruments in writing, under the hands of themselves, or their attorneys in fact, set aside and annul during the whole or any part of the remainder of the period cov- Suspension of Provisions as to Sinking Fund.

ered by this mortgage, the operation of said provisions in respect to the payment of such sum toward such sinking fund. And the lien of said mortgage shall not otherwise be affected thereby.

Investment of Sinking Fund.

ARTICLE 8. — **It shall be the Duty** of the party of the second part, and of its successors, to invest the sinking fund, as fast as it accumulates, after retaining taxes thereon, and the expenses of the trust, in the bonds hereby and herein authorized and secured, at their current market value, not exceeding five per cent. above par, exclusive of interest; and, if, after twenty days' public notice in two newspapers of general circulation, published in the Cities of New York and Philadelphia, to be selected by the party of the second part, its successor, or successors, in said trust, inviting proposals for the sale of said bonds, they can not be purchased at a satisfactory price, not exceeding five per cent. above par, exclusive of interest, then the party of the second part, its successor, or successors, in said trust, shall call for the presentation of so many of said bonds as the money then remaining in hand, with any accretions, will be sufficient to redeem, ascertaining those to be redeemed by a drawing, in the presence of the party of the second part, its successor, or successors, in said trust, and an executive officer or duly authorized agent of the EAST LINE AND RED RIVER RAILROAD COMPANY and a notary public, in which drawing all the bonds then outstanding shall fairly participate, through their respective numbers; and the notary public shall certify the result to the parties hereto. And thereupon notice shall be given by said party of the second part, its successor, or successors in said trust, by ten successive insertions in two newspapers published in New York and Philadelphia (a morning and evening paper in each City) fixing a day not less than twenty days after said drawing, upon which said bonds, designating them by their numbers, will be paid, at par, and five per cent. premium, together with interest thereon to the day of redemption; after which date such designated bonds shall cease to bear interest in the hands of holders; and all bonds purchased or paid out of said fund shall be registered in the name of, and stamped by, the party of the second part, its successor, or successors, in said trust, and cancelled; but the interest thereon shall be regularly paid by the party of the first part to the party of the second part, its successor, or successors, in said trust, until the maturity thereof, but both parties shall keep registers of all bonds so purchased and paid subject to the inspection of the bondholders

Redemption of Bonds.

Registry of redeemed Bonds.

and stockholders; and the bonds so cancelled shall be reported, by numbers and amounts, annually to the stockholders.

The Trustees are Authorized and empowered to invest ^{Investment of Sink-} any surplus of the sinking fund on hand, in United States ^{ing Fund.} securities, until it can be used in purchasing and retiring the bonds herein authorized.

ARTICLE 9. — The Party of the Second Part, its successor, ^{Annual Statement of Trustees.} or successors, as often as once in each year, shall make and furnish to the party of the first part a detailed statement of the moneys and securities in their hands, and all such other matters connected with said trusteeship as the party of the first part may reasonably require. In case of the resignation, insolvency, incapacity, or inability for any other reason of the party of the second part, or its successor, or successors, to act in execution of this trust, the holders of a majority in interest of said outstanding bonds may select or designate one or more competent persons or a corporation to execute said trust, and the person or persons, or corporation, ^{Resignation, etc., of Trustee.} so selected shall have all the rights and privileges conferred by this conveyance upon the party of the second part, and shall be required to perform the same duties. The bondholders failing, after thirty days' notice published in two newspapers of general circulation in New York and two in Philadelphia, to fill such vacancy, the President for the time being of the party of the first part shall make a temporary appointment for such vacancy which shall continue until the holders of a majority in interest of said outstanding bonds shall designate a new Trustee, or new Trustees, to act hereunder. When the holders of a majority in interest of the outstanding bonds shall by an instrument in writing, or concurrent instruments in writing, executed by themselves or their attorneys in fact designate a new Trustee, or new Trustees, under this mortgage, the estate, powers, rights, and privileges hereunder of any Trustee other than the Trustee appointed by these presents shall immediately cease and determine, and be transferred to and vest in the new Trustee or new Trustees so designated, and thereafter such new Trustee or new Trustees shall hold such estate, rights, powers, and privileges with the like effect as if he, it, or they had been designated as the party of the second part hereunder.

ARTICLE 10. — Any Land Scrip that may be hereafter acquired from the State of Texas by constructing the road ^{Land Scrip.} herein mentioned, may be located or not, at the option of the

Location of Land.	party of the first part. If located, the lands shall be listed and appraised as located by sections or subdivisions of sections, as may seem most expedient for effecting sales thereof, and such appraisement shall be subject to the approval of the party of the second part, its successor or successors in said trust.
Appraisal.	These appraisals shall be the minimum prices for which the respective parcels shall be sold, and shall not be changed except by the consent of both parties to this conveyance. If the party of the first part determine not to locate its scrip, it shall be listed and appraised subject to the approval of the party of the second part, its successor or successors in said trust; and any of the bonds herein and hereby secured shall be received at the par value thereof and accrued interest in payment for said land scrip or lands.
Bonds receivable for Lands and Land Scrip.	
Sale of Lands and Land Scrip.	The lands or the land scrip may be sold by the party of the first part, by and with the consent of the party of the second part, its successor or successors in said trust, for cash or on credit, but in either event, when the purchase-money is paid either in cash or in bonds, title shall be made to the purchaser, and the party of the second part, its successor or successors in said trust, shall release the land or scrip so sold from the lien herein created. In all such transactions the party of the second part, its successor or successors in said trust, may act through an agent or attorney. The net proceeds of sales of lands or scrip, after deducting commissions and taxes paid, together with other proper expenses chargeable against such lands, shall be added to the sinking fund, and applied as directed in Article Eight for the sinking fund, otherwise created.
Proceeds of Sales paid into Sinking Fund.	
Waiver of Stay and other Laws.	And the said Party of the First Part , for itself, its successors and assigns, hereby agrees to waive and does hereby absolutely and irrevocably waive and relinquish the benefit or advantage of any or all valuation, stay, appraisement, extension, or redemption law or laws now existing, or which may hereafter be passed by the State of Texas or by the United States, which, but for this provision, agreement, and waiver might be applicable to the sale hereinbefore authorized to be made, or to any judicial sale which may be made of said mortgaged railroad or premises, or any part thereof, under and in virtue of the judgment or decree of any court in a suit instituted for the foreclosure of this mortgage, or for the enforcement of the lien by this indenture created; and the said party of the first part for itself, its successors and assigns, agrees to waive and does hereby irrevocably waive any and all right of redemption which it might or could otherwise have or be

entitled to under any present or future law of the State of Texas, or of the United States, upon or after or in respect of any sale of the said hereby mortgaged premises, properties, rights, and franchises, or any part thereof, as hereinbefore authorized, or any judicial sale under order or decree of the court in a suit for the foreclosure of this mortgage or the enforcement of its lien as aforesaid; and the said party of the first part hereby covenants that it will not in any manner set up, or seek to take the benefit or advantage of any such present or future valuation, stay, appraisement, extension, or redemption law to prevent or hinder or delay the absolute and irredeemable sale of said mortgaged premises, properties, rights, and franchises as hereinbefore authorized to be made, or as might, but for such law, be directed or decreed by a court of competent jurisdiction.

ARTICLE 11. — **The Party of the Second Part**, its successor or successors in this trust, is authorized and empowered ^{Trustee's Agents and Attorneys.} to employ agents and attorneys, to do and perform such duties as are imposed upon the party of the second part, in and by the terms of this indenture, who when duly appointed in writing by the party of the second part, its successor or successors in said trust, shall have the rights and powers contained in such appointment, not inconsistent with or in excess of the powers and duties imposed by this indenture upon the party of the second part.

When All the said Bonds and interest thereon, together with all costs, charges and expenses sustained in the execution of this trust, shall have been paid and satisfied by the party of the first part, its successors or assigns, it shall be immediately reinvested, both in law and in fact, with the title to all of the property hereby conveyed. ^{Defeasance.}

In Witness Whereof, the said party of the first part has hereunto affixed its corporate seal, and has caused these presents to be attested by its President and Secretary, at Jefferson, Texas, this first day of June, one thousand eight hundred and eighty.



By order of the Board of Directors.

THE EAST LINE & RED RIVER RAILROAD COMPANY.

Attest:

By W. M. HARRISON, *President*.

W. H. COOK, *Secretary*.

Signed, sealed and delivered in
the presence of T. J. ROGERS,
F. M. BURROWS.

The Trustee named in the foregoing deed accepts the trust therein mentioned, and agrees to perform the case.

THE FIDELITY INS. TRUST & SAFE DEPOSIT CO., *Trustee.*

STEPHEN A. CALDWELL, *President.*



Attest: R. PATTERSON, *Sec'y. and Treas.*

STATE OF TEXAS, }
COUNTY OF MARION. } ss.

Notarial Certificate
of Acknowledgment.

Be it remembered, that on this 22nd day of June, Anno Domini, one thousand eight hundred and eighty, before me, the subscriber, a Notary Public in and for the County of Marion, State of Texas, personally appeared W. M. Harrison, to me personally known, and known to me to be the President of the within named corporation, the EAST LINE AND RED RIVER RAILROAD COMPANY, who, being duly affirmed, deposes and says: —

That he was personally present at the execution of the within indenture of mortgage, and did, by authority of said Company, officially affix the common or corporate seal of the said corporation, the EAST LINE AND RED RIVER RAILROAD COMPANY, thereto; and that the seal so affixed is the common or corporate seal of the said the EAST LINE AND RED RIVER RAILROAD COMPANY, and that the foregoing indenture of mortgage was duly signed, sealed and delivered, by and as and for the act and deed of the said the EAST LINE AND RED RIVER RAILROAD COMPANY, for the uses and purposes therein mentioned; and that the signature of this deponent to the said indenture of mortgage, as President of the said corporation, is of this deponent's own proper handwriting.

W. M. HARRISON.



Affirmed and subscribed before me,
the day and year aforesaid.

F. M. BURROWS,
Notary Public.

STATE OF TEXAS, }
COUNTY OF MARION. } ss.

Notarial Certificate
of Acknowledgment.

Be it remembered, that on the 22nd day of June, Anno Domini, one thousand eight hundred and eighty, before me, the subscriber, a Notary Public in and for the County of Marion, State of Texas, personally appeared W. H. Cook, to me personally known, who being duly affirmed according to law, deposes and says: —

That he is the Secretary of the EAST LINE AND RED RIVER RAILROAD COMPANY, the corporation named in the above and foregoing indenture of mortgage ; that he was personally present at the execution of the said indenture of mortgage, and saw the corporate seal of said company affixed thereto ; that W. M. Harrison, the President of said Company, did then sign, seal, and deliver the said indenture of mortgage as his act and deed, and as the act and deed of said Company, by virtue of the authority vested in him, as such President, and by a resolution of the Board, to execute the same, and desire that the said indenture of mortgage might be recorded as such act and deed ; that the seal so affixed is the common or corporate seal of the said Company ; that he, the deponent, at the same time signed his name to the said indenture of mortgage as a subscribing witness thereto, and, as said Secretary, in attestation of the due execution and delivery thereof, and that the names of the said President, and of this deponent subscribed to the said indenture of mortgage, as aforesaid, are of their own proper and respective handwriting.

W. H. COOK.



Affirmed and subscribed before me,
the day and year aforesaid.

F. M. BURROWS,
Notary Public.

[The foregoing has been carefully compared with the original of said mortgage, now in the possession of the Fidelity Insurance, Trust and Safe Deposit Company, Trustee, and is in all respects an accurate and complete copy of said original instrument.]

MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

GENERAL CONSOLIDATED MORTGAGE,

DECEMBER 1, 1880.

THIS INDENTURE, made the first day of December, one thousand eight hundred and eighty, between the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, of the first part, and THE MERCANTILE TRUST COMPANY, organized under the laws of New York, of the second part:

Whereas, said Railway Company, under its former name of the Union Pacific Railway Company, Southern Branch, for the construction and equipment of its railroad, heretofore issued its bonds for the sum of one thousand dollars each, amounting in the aggregate to the principal sum of four million, two hundred and fifty thousand dollars, and numbered from one to four thousand two hundred and fifty, both inclusive, all of which said bonds bear date the fourteenth day of November, one thousand eight hundred and sixty-eight, and are secured by a trust deed or mortgage of the same date, executed by said Railway Company to Russell Sage and N. A. Cowdrey, of the City of New York, and duly recorded in the State of Kansas, conveying the right of way, road, franchises, property, real and personal, and the lands granted to said Railway Company, and providing for the creation of a sinking fund for the payment of said bonds, as by reference thereto will more fully appear;

And Whereas, the said Union Pacific Railway Company, Southern Branch, afterwards, and in pursuance of the power and authority conferred by the laws of the State of Kansas, changed its name to the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, the party of the first part to this indenture;

And Whereas, there are now outstanding of the said bonds above described, two millions, two hundred and ninety-six thousand dollars (\$2,296,000), and no more;

Parties.
Bonds of Union
Pacific Ry. Co.,
Southern Branch,
\$1,250,000, under
Mortgage to Sage and
Cowdrey, Trustees,
dated Nov. 14, 1868.

Bonds of Union
Pacific Ry. Co.,
Southern Branch,
for \$2,296,000, out-
standing.

Bonds of Tebo & Neosho R. R. Co., \$2,000,000 under Mortgage to Union Trust Company, Trustee, dated June 1, 1870.

And Whereas, the Tebo and Neosho Railroad Company, duly incorporated under an Act of the General Assembly of the State of Missouri, approved March 12, 1859, for the purpose, among other things, of building, equipping, and operating a railroad running from Sedalia, in Pettis County, and State of Missouri, southwesterly to the boundary line between said State and the State of Kansas, did for that purpose issue its bonds for the sum of one thousand dollars each, amounting in the aggregate to the principal sum of two million dollars, and numbered from one to two thousand, both inclusive, all of which are dated the first day of June, one thousand eight hundred and seventy, and are secured by a trust deed or mortgage of the same date, executed by the said Company to the Union Trust Company, of the City of New York, conveying the said railroad, its rights, franchises, and property, real and personal, and providing for the creation of a sinking fund for the payment of said bonds, as by reference to said trust deed or mortgage, duly recorded in the proper offices in the State of Missouri, will more fully appear ;

Sale of the Tebo & Neosho R. R. to Missouri, Kansas & Texas Ry. Co.

And Whereas, after the issue of said bonds, and the execution of said trust deed or mortgage by the Tebo and Neosho Railroad Company, the said Company, by virtue of the power and authority conferred by the statutes of the State of Missouri, sold the railroad above described, and all the corporate rights and franchises held and owned by said Company, to the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, and the said last named company became the owner thereof, and vested with all the corporate rights, powers, and franchises appertaining thereto, and to the said Tebo and Neosho Railroad Company, belonging, subject to the lien and operation of the trust deed or mortgage aforesaid last described ;

Bonds of Tebo & Neosho R. R. for \$349,000 outstanding.

And Whereas, there are now outstanding of the bonds last above described three hundred and forty-nine thousand (\$349,000) dollars, and no more ;

Consolidated Mortgage to Union Trust Company, Trustee, Feb. 1, 1871.

And Whereas, the party hereto of the first part did, on or about the first day of February, one thousand eight hundred and seventy-one, duly make, execute, and deliver unto the Union Trust Company, of New York, a certain trust deed or mortgage, known as a Consolidated Mortgage, whereby the said party of the first part did duly grant, bargain, sell, assign, transfer, and convey unto the said party of the second part, the property, both real and personal, and mixed, and the corporate rights,

powers, franchises, and privileges therein set forth and described, to have and to hold the same unto the said Union Trust Company, its successor or successors, and assigns, in trust, to secure the payment of bonds in the sum of one thousand dollars each, amounting to the aggregate principal sum of fourteen millions of dollars, and numbered from one to fourteen thousand, both inclusive, and for the uses, intents, and purposes in the said indenture of mortgage fully expressed and declared, as by reference thereto, duly recorded, among other places, in the office of the Recorder of the County of Pettis, in the State of Missouri, will more fully and at large appear;

And Whereas, there are now outstanding of the said above authorized issue of fourteen millions of dollars, bonds for ten millions, four hundred and ninety thousand dollars (\$10,490,000), and no more;

Bonds for \$10,490,000 under said Mortgage outstanding.

And Whereas, after the execution and delivery of the said trust deed or mortgage, the said party of the first part did acquire and become the owner of certain other corporate railroad rights and franchises and property, real and personal, and did thereupon proceed, under and pursuant to the Tenth Article of the said mortgage of February 1, 1871, to make a further issue of two thousand five hundred bonds, in the sum of one thousand dollars each, amounting to the aggregate principal sum of two millions, five hundred thousand dollars, and numbered from fourteen thousand and one to sixteen thousand five hundred, both inclusive, and did thereupon make, execute, and deliver to the said Union Trust Company an additional trust deed or mortgage, bearing date the first day of June, one thousand eight hundred and seventy-two, whereby the said party of the first part did bring in the said certain other corporate railroad rights and franchises and property, real and personal, which the said party of the first part did so acquire, for the purpose and with the intent of securing the payment of the said further issue of bonds, equally and alike, upon the property of the said party of the first part, as by reference to the said trust deed or mortgage, and duly recorded as aforesaid, will fully and at large appear;

Additional Mortgage to Union Trust Co., Trustee, June 1, 1872.

And Whereas, the whole amount of said last mentioned bonds, to wit: two millions, five hundred thousand (\$2,500,000) dollars, and no more, are outstanding;

Bonds for \$2,500,000, under said Mortgage, outstanding.

Additional Mortgage
(Ft. Smith Branch)
to Union Trust Co.,
Trustee, dated Nov.
1, 1872.

And Whereas, afterwards, and on or about the first day of November, one thousand eight hundred and seventy-two, the said party of the first part, for the purpose of providing for the construction of a branch of its railway from a point on its main line, at or near Fort Gibson, in the Indian Territory, to Fort Smith, in the State of Kansas, authorized a further issue of two thousand bonds, of one thousand dollars each, numbered from sixteen thousand five hundred and one to eighteen thousand five hundred, both inclusive, and did thereupon execute and deliver to the said Union Trust Company under and pursuant to the said Tenth Article of the said mortgage of February 1, 1871, an additional trust deed or mortgage, bearing date the first day of November, one thousand eight hundred and seventy-two, and conveying all its rights, franchises, and privileges in respect to said branch railway, known as the Fort Smith Branch, as by reference to said trust deed or mortgage, now being in the proper custody of said Union Trust Company, will more fully and at large appear;

Bonds for \$1,182,000,
under said Mortgage,
outstanding.

And Whereas, there are outstanding of said last mentioned bonds, one million, one hundred and eighty-two thousand (\$1,182,000) dollars, and no more;

Further Additional
Mortgage to Union
Trust Co., Trustee,
June 1, 1873.

And Whereas, afterwards, and on or about the first day of June, one thousand eight hundred and seventy-three, the said party of the first part, did acquire and become the owner of certain other corporate railroad rights and franchises and property, real and personal, of the Hannibal and Central Missouri Railroad Company, and did thereupon under and pursuant to the said Tenth Article of said mortgage of February 1, 1871, proceed to make a further issue of one thousand four hundred bonds, in the sum of one thousand dollars each, amounting to the aggregate principal sum of one million, four hundred thousand dollars, and numbered from sixteen thousand five hundred and one to seventeen thousand nine hundred, both inclusive, and did thereupon make, execute and deliver to the said Union Trust Company an additional trust deed or mortgage, bearing date the first day of June, one thousand eight hundred and seventy-three, whereby the said party of the first part did bring in the said above mentioned corporate railroad rights and franchises and property, real and personal, which the said party of the first part did so acquire, for the purpose and with the intent of securing the payment

of the said further issue of bonds upon the property of the said party of the first part, as by reference to the said trust deed or mortgage, duly recorded, will fully and at large appear ;

And Whereas, the said property thus acquired from the Hannibal and Central Missouri Railroad Company, was acquired subject to two mortgages thereon, amounting in all to eight hundred thousand (\$800,000) dollars, all of which are now outstanding, but for which a like amount, to wit, \$800,000 of the said above mentioned issue of June 1, 1873, was set aside and placed with the Union Trust Company, where they now remain in trust, to exchange for the said \$800,000 of the Hannibal and Central Missouri Railroad Company bonds ; the remaining six hundred thousand (\$600,000) dollars of the said issue of June 1, 1873, are now outstanding ;

Hannibal & Central Missouri R. R., 1st and 2d Mortgages. Bonds for \$800,000 hereunder, outstanding.

Bonds for \$600,000 under Further Additional Mortgage, outstanding.

And Whereas, the party hereto of the first part, afterwards and on or about the first day of April, 1876, did make, execute, and deliver to the said Union Trust Company, as Trustee, a mortgage of that date, known, and generally designated, as the Second or Income Mortgage upon the seven hundred and eighty-six miles of completed road then owned and operated by the said party of the first part, and the franchises pertaining to the said seven hundred and eighty-six miles of completed road ; said Income Mortgage reciting and setting out therein a certain agreement of March 1, 1876, and providing for the purpose of carrying said agreement into effect for the issue of a series of bonds amounting in the aggregate to ten millions of dollars (\$10,000,000) ;

Second or Income Mortgage to Union Trust Co., Trustee, April 1, 1876.

And Whereas, at the date of this indenture there have been issued under the said Income Mortgage of April 1, 1876, bonds amounting to the sum of eight millions of dollars, or thereabouts ;

Bonds for \$8,000,000, under said Mortgage, outstanding.

And Whereas, some further issue of said Income Bonds may be hereafter made, under and pursuant to the said Income Mortgage, not, however, exceeding the amount limited therein ;

Further issue of Income Bonds contemplated.

And Whereas, under the provisions of said Income Mortgage, past due coupons and scrip certificates for such coupons, as provided in Sixth Article thereof, are outstanding at the date of this indenture to the amount of two millions of dollars (\$2,000,000), or thereabouts ;

Past due Coupons on said Bonds for \$2,000,000 outstanding.

Further Issue of
Scrip may be made.

And Whereas, pursuant to the [said] Income Mortgage, other scrip certificates may hereafter be issued as therein provided ;

Description of Lines
owned.

Total, 786 Miles.

And Whereas, by virtue of the laws of the State of Kansas, of the State of Missouri, of the State of Texas, and of certain laws enacted by the Congress of the United States, the party of the first part is the owner of a line of railway completed and operated between the following points, to wit: From Hannibal, in the State of Missouri, extending southwesterly through said State, *via* Sedalia, to and into the southerly portion of the State of Kansas, and to the southern boundary line thereof, and thence through the Indian Territory to Denison, in the the State of Texas; also, a line extending from Parsons, Kansas, northeasterly to Junction City, in [said] State of Kansas, and also a line extending from Holden, Missouri, to Paola, in the State of Kansas, being in all seven hundred and eighty-six miles of railway, more or less, and which is hereinafter more particularly described, and to which the lien of the said mortgages of February 1, 1871, and April 1, 1876, extends and is limited;

Branches and
Extensions may be
constructed.

And Whereas, the party of the first part, under and by virtue of the laws of the States of Missouri, Kansas, and Texas, and the Acts of Congress of July 25 and 26, 1866, is entitled to build or acquire branches and extensions of its constructed and existing line of railway ;

No Floating Debt,
except, etc. Money
needed for various
Purposes.

And Whereas, the said party of the first part is free from floating debts, except for such amount as is herein provided for; but WHEREAS the said party of the first part will require the money herein contemplated to be raised in order to exchange, retire, or provide for its above recited existing bonded or funded indebtedness, as hereinafter provided, and in order to complete its railway system, so that it can transact the railway business of the rapidly growing regions naturally tributary to its lines, and for that purpose, as well as to hold and protect the value of its franchises, property and business, the said party of the first part contemplates the construction and acquisition of extensions and branches of its existing road, including such extensions and branches as are now authorized, and such as may be hereafter authorized; the construction and completion of road, as aforesaid, to include the making of betterments on existing or future acquired or constructed

road; the procuring of rights of way, depot grounds, the erection of machine shops, depots, the purchase of equipment, and the acquiring of all the usual appurtenances of a railway, and the usual and proper facilities for the transaction of the business of its railway ;

And Whereas, the stockholders of the party of the first part at their annual meeting held on the 19th day of May, 1880, adopted a resolution authorizing the creation of a General Consolidated Mortgage upon the franchises and property of the party of the first part, to secure a contemplated issue of bonds to the amount of forty-five millions of dollars (\$45,000,000), for the purposes aforesaid recited, and in this instrument hereinafter more fully stated and described ;

General Consolidated Mortgage, authorized at Annual Meeting, May 19, 1880.

And Whereas, similar action was taken by the stockholders of the party of the first part at a special meeting thereof duly convened and held at Parsons, Kansas, on the 17th day of November, 1880, authorizing the execution of this indenture ;

Special Meeting of Stockholders for this Purpose.

And Whereas, this indenture has also been authorized by the action of the Board of Directors of the party of the first part ;

Authorized by Board of Directors, also.

And Whereas, in pursuance of said resolution and authority, and as authorized to do by law, the party of the first part has determined to issue said bonds to the extent of forty-five millions of dollars (\$45,000,000), and to secure the payment of the same, principal and interest, by this deed of trust ; the said bonds to be payable, principal and interest, in gold coin of the United States, of or equal in weight and fineness to the present standard ; the said bonds to stand equally and ratably secured hereby without any preference whatever arising from time of issue or otherwise, and to be issued as required for the purpose[s] aforesaid, and in manner and on the conditions as herein provided, and each of said bonds to be duly executed by and under the seal of the party of the first part, signed and attested by its President and Secretary, and the interest warrants to be authenticated by or with the name of the Secretary, and upon each of said bonds being so signed, sealed, executed, and authenticated, they are to be countersigned or certified by the said party of the second part in its capacity as Trustee, which countersigning or certifying shall be conclusive, and the only sufficient proof that the said bond is secured by this

Bonds for \$45,000,000 under this Mortgage.

indenture, and each of which bonds is substantially in the following form:

Form of Bond.

UNITED STATES OF AMERICA,
MISSOURI, KANSAS AND TEXAS RAILWAY
COMPANY.

GENERAL CONSOLIDATED MORTGAGE BOND.

No. ———

\$1,000.

Six per cent.—
Gold—Principal
and Interest.

Forty years after date, for value received, the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, a corporation created by the laws of Kansas, and under the authority of Acts of Congress and of the Legislatures of the States of Missouri, Kansas, and Texas, owning lines of railway in said States and through the Indian Territory, promises to pay in gold coin of the United States of America, of or equal to the present standard of value, to the holder of this bond, or in case this bond be registered, then to the registered owner thereof, at its financial agency in the City of New York, one thousand dollars, and also interest thereon, at the rate of six per centum per annum, payable semi-annually in like gold coin, on the first days of June and December in each year, on the presentation and surrender of the respective interest coupons hereto annexed at the financial agency aforesaid.

45,000 Bonds of
\$1,000 each.

This bond is one of a series of forty-five thousand bonds, each of the denomination of one thousand dollars, numbered from one to forty-five thousand inclusive, the payment of the principal and interest of which is secured by a deed of trust, of even date herewith, conveying to the Mercantile Trust Company, in trust for the holders of said bonds, the entire railways, rolling stock, equipment, franchises, leaseholds, lands, and land grants, property and income of said Company, as specified in said deed of trust.

If Default made.

If default shall be made in the payment of any semi-annual installment of interest on this bond when the same shall become due, and be demanded, and shall remain unpaid for six months after such demand, the principal of this bond shall become due and payable in the manner provided in the said deed of trust. The said Company and all of its property is liable to pay this bond, but stockholders of the Company are not individually liable thereon or in respect thereto.

Stockholders not
Personally Liable.

Waiver of Stay and
other Laws.

Said Company hereby waives the benefit of any extension, stay, or appraisement laws now existing, or that may hereafter exist.

This bond is to be valid only when authenticated by a certificate indorsed hereon, signed by the Trustee, to the effect that it is one of the bonds secured by the said deed of trust. Certification by Trustee.

In Witness Whereof, the said Company has caused its corporate name to be hereto signed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, this the first day of December, 1880, and the annexed interest coupons to be executed with the engraved signature of its Secretary.

MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

By _____, *President*.

Attest :

_____, *Secretary*.

FORM OF COUPON OR INTEREST WARRANT.

No. _____

\$30.00.

The MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY will pay the bearer, at its financial agency in the City of New York, Thirty Dollars in United States gold coin, on the day of 188 , being six months' interest then due on its General Consolidated Mortgage Bond, No. _____, *Secretary*.

And each and of said bonds shall have indorsed thereon the following Certificate of the Trustee.

“ TRUSTEE’S CERTIFICATE.”

“ It is hereby certified that the within bond is one of the bonds secured by the said deed of trust within mentioned. Trustees' Certificate.

_____, *Trustee*.”

Which said bonds shall also have indorsed thereon the following, viz:

“ This bond shall pass by delivery or by transfer on the books of said Company in the City of New York ; after registration of ownership certified hereon by the transfer agent of said Company, no further transfer except on the books of the Company shall be valid, unless transferred to bearer on said books, after which this bond shall pass by delivery as at first, but shall continue subject to registration and transfer to bearer successively, at the option of each holder.” Registration and Transfer.

This Indenture
conveys

Now, Therefore, this Indenture Witnesseth, that the said party hereto of the first part, for and in consideration of the premises, and of the sum of one dollar to it duly paid by the party hereto of the second part, and in order to secure the payment of the principal and interest of the bonds secured hereby, according to the tenor thereof, and in the manner herein provided, hath granted, bargained, sold, assigned, transferred, and conveyed, and by these presents doth grant, bargain, sell, assign, transfer, and convey unto the said party of the second part, its lawful successor, or successors, in the trust hereby created, and assigns.

Road from Junction
City to Kansas State
Line, 182 Miles.

FIRST. — All and Singular the Railroad, as the same is constructed and operated, extending from Junction City, in Davis County, and State of Kansas, down the Valley of the Neosho River, through the Counties of Davis, Morris, Lyon, Coffee, Woodson, Allen, Neosho, and Labette, to a point on the southern boundary line of said State, between the Neosho River and the western boundary of Labette County, a distance of one hundred and eighty-two miles, more or less.

Lands granted in
Aid of Construction
of Union Pacific Ry.,
Southern Branch.

And also, all the right, title, and interest which the party of first part has, by reason of construction of said line of said road, to and in any land or lands heretofore granted by any act of Congress to the State of Kansas to aid such construction, the said lands being the same, or so much thereof as remain unsold at the date hereof, which were granted by acts of Congress to the State of Kansas, and by said State to the Union Pacific Railway, Southern Branch, as set forth in the said mortgage executed by the party of the first part to the Union Trust Company, bearing date February 1, 1871, to which reference is hereby made, and also all the right, title, and interest of the said party of the first part in and to the proceeds of such of said lands as may have been sold, which heretofore belonged to the said Railway Company, or in which the said Company was in any way interested, and which are now unexpended and unapplied; and also all the right, title, and interest of the said party of the first part in and to any proceeds of lands granted to the State of Kansas by act of Congress, entitled "An Act to appropriate the proceeds of the sale of public lands, and to grant pre-emption rights," approved September 4, 1841, and heretofore sold by said State, under and by virtue of an act of the Legislature of the State of Kansas, entitled "An Act providing for the sale of public lands to aid

Lands acquired
under Act of Con-
gress, of Sept. 4,
1841.

in the construction of certain railroads," approved February 23, 1866; and also all the right, title, and interest of the party of the first part in and to such of the lands granted by the act of Congress aforesaid, which were heretofore sold and conveyed by the State of Kansas to the Land Grant Railway and Trust Company, and by said Company to the party of the first part, together with all and singular the tenements, hereditaments, rights, privileges, easements, income, advantages, and appurtenances to the said lands and premises belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title and interest, property, claim and demand whatsoever, at law or in equity, of the said party of the first part, of, in, and to the same, and any and every part or parcel thereof situate in the State of Kansas.

Land Grant, Railway
and Trust Co.

SECOND. — Also, all and singular the said line of railroad, constructed and operated from the said southern boundary line of the State of Kansas, southerly through the Indian Territory, to the *southern* [northern] boundary line of the State of Texas, to a point at or near the town of Denison, in said State, a distance of two hundred and fifty miles, more or less; and also all the right, title, and interest which the party of the first part now has or may hereafter acquire by reason of constructing the extension of the said line of railroad through the Indian Territory, in and to any lands granted by the acts of Congress aforesaid, or which the said party of the first part now has or may hereafter acquire, under and by virtue of a treaty or treaties from any Indian nation or tribe, or otherwise, howsoever, appertaining to the aforesaid extension, together with all the rights, privileges, tenements, hereditaments, and appurtenances that may belong or appertain thereto; the land granted under said acts of Congress being ten alternate sections of land on each side of said railroad.

Road from State
Line of Kansas to
Denison, Texas,
through Indian
Terr., 250 Miles.

Acquisitions from
Indian Nations.

Ten Alternate Sec-
tions granted by
Acts of Congress.

Whereas, the party of the first part in the mortgage of the Union Pacific Railway Company, Southern Branch, of November 14th, 1868, to Russell Sage and N. A. Cowdrey, Trustees, included therein, among other property, the lands therein described;

Mortgage of Union
Pacific Railway
Company, Southern
Branch, to Sage and
Cowdrey, Trustees.

And Whereas, the party of the first part in the said mortgage of February 1, 1871, to the said Union Trust Company included among other property, the lands and land grants therein mentioned and described;

Mortgage of M., K. &
T. Ry. Co. to Union
Trust Co., Trustee,
Feb. 1, 1871.

Bonds outstanding under said Mortgages.

And Whereas, bonds under the two last named mortgages remain outstanding and unpaid as hereinbefore recited;

Sale of Lands under said Mortgages.

And Whereas, provision is made in the said mortgages in respect to the sale of said lands, and the appropriation of the proceeds thereof to the payment of the bonds secured by the said several mortgages in manner and form as therein respectively set forth;

Proceeds how applied.

And Whereas, the proceeds of said sale are, in law, applicable to the payment of the bonds under the said mortgages before any portion thereof can be applied to or taken for the payment of bonds issued under this indenture;

Execution of Deeds to Land by this Trustee.

And Whereas, while the bonds, or any portion of them, under the said two mortgages, are outstanding and unpaid, it would cause inconvenience and trouble to require all contracts, deeds, and conveyances to be signed by the Trustee under this indenture;

Lands not subject to this Mortgage, while Prior Mortgages are in Existence.

Now it is Expressly Agreed by and between the parties hereto, that, while any of the bonds under the said two mortgages, or either of them, above mentioned, remain outstanding and unpaid, the lands in the said mortgages described, or any part of them, may be sold in accordance with the provisions in the said mortgages contained, and the proceeds applied to the payment of the bonds secured thereby, the same as if this indenture had not been made, and, as to the same, this indenture shall constitute no lien after such sale has been made upon the lands in the hands of the purchaser or purchasers thereof, and no release or conveyance by the party of the second part hereto is or shall be necessary to give title to the purchaser or purchasers thereof, free from the lien of this indenture, any thing in the above clauses First and Second to the contrary notwithstanding.

Sales of Lands by this Trustee under Terms of 9th Article of Mortgage of Feb. 1, 1871.

And it is further Expressly Agreed by and between the parties hereto, that when the bonds secured by the said two mortgages above mentioned are fully paid or retired and cancelled, and the said mortgages satisfied, that then and in such case all of the provisions of the Ninth Article of the said mortgage of February 1, 1871, shall be considered and taken as a part of this instrument as fully to all intents and purposes as if it were incorporated herein, substituting, however, the party of the second part hereto in the place of the said Union Trust Company, and the bonds issued hereunder in place of those

issued under the same mortgage of February 1, 1871; provided however, that the proceeds of the sales of said lands, less taxes and the expenses of selling said land, shall be used to pay the interest on the bonds secured hereby as the same shall, from time to time, fall due.

THIRD. — All and Singular the Railroad, as the same is now constructed, extending from Sedalia, in Pettis County, in the State of Missouri, to the western boundary of said State, a distance of one hundred miles, more or less, being the railroad acquired by the party of the first part by purchase from the Tebo and Neosho Railroad Company, as hereinbefore mentioned.

Road from Sedalia to Western Boundary of Missouri, 100 Miles.

FOURTH. — All and Singular the Railroad, which the party of the first part acquired from the Labette and Sedalia Railway Company, which is now constructed from the town of Parsons, in Labette County, in the State of Kansas, on the main line of the railroad of the party of the first part, northeasterly, through Labette, Neosho, Crawford, and Bourbon Counties, to the boundary line between the States of Kansas and Missouri, and to the point in said boundary line, where the same intersects the railroad acquired by the said party of the first part, from the Tebo and Neosho Railroad Company, as aforesaid, a distance of sixty miles, more or less.

Road from Parsons to Boundary Line between Kansas and Missouri, 60 Miles.

FIFTH. — All and Singular the Railroad constructed from the town of Holden, on the Missouri Pacific Railroad, in the County of Johnson, State of Missouri, thence into and through the municipal township of Camp Branch, and into and through the municipal township of Grand River, and into and through the corporate limits of the City of Harrisonville, in Cass County, and thence to the western boundary line of the State of Missouri, in the direction of the town of Paola, in the State of Kansas, a distance of about thirty-eight miles, subject to the existing lease thereof to the Missouri Pacific Railway Company, together with all lands, tenements, and hereditaments acquired or to be acquired, for rights of way for the said portion of railroad hereby conveyed, and all the appurtenances thereto belonging, and also all lands acquired and appropriated, or to be acquired and appropriated, for depots, superstructures, buildings, erections, and fixtures on the said line of railroad, and all tracks, bridges, viaducts, culverts, fences, and all houses and buildings thereon or appertaining thereto.

Road from Holden to Boundary Line between Kansas and Missouri, 38 Miles.

Road from State
Line, West, 15 Miles.

SIXTH. — So much of the Line of Railway heretofore belonging to the Neosho Valley and Holden Railway Company, and hereto[fore] consolidated and made one corporation, with and under the name of the party hereto of the first part as extends from the point, on the eastern boundary line of the State of Kansas, where the railway last above mentioned crosses said boundary line from Cass County, Missouri, to the town of Paola, Kansas, a point on the line of said road, distant fifteen miles westerly from said boundary line, subject to the lease last aforesaid mentioned, together with all lands, tenements, and hereditaments acquired or to be acquired for rights of way for the said portion of railroad hereby conveyed, and all appurtenances thereto belonging, and also all lands acquired and appropriated, or to be acquired or appropriated, for depots, superstructures, buildings, erections, and fixtures on the said line of railroad, and all tracks, bridges, viaducts, culverts, fences, and all houses and buildings thereon or appertaining thereto.

Road from Sedalia to
Moberly, 72 Miles.

SEVENTH. — All and Singular the Railroad of the party hereto of the first part, now constructed and in operation, extending from Sedalia, in the State of Missouri, northerly to Moberly, in said State, a distance of seventy-two miles, being a part of the railroad of the Tebo and Neosho Railroad Company, conveyed to the said party of the first part, more particularly described in the first additional mortgage, made by the party of the first part, to the said Union Trust Company, dated June 1, 1872, to which reference is hereby made, together with all the rights, powers, privileges, and franchises belonging or in anywise appertaining thereto.

Road from Hannibal
to Moberly, 70 Miles.

EIGHTH. — The Entire Railroad of and belonging to the said party of the first part, situate, lying, and being and extending from its eastern terminus in the City of Hannibal, in the State of Missouri, westerly through the Counties of Marion, Ralls, and Monroe, to the town of Moberly, in the County of Randolph, as the same has been heretofore and is now constructed, maintained and operated, being seventy miles in length.

All Lands.

And also, all lands and real estate of every kind and nature, and wheresoever the same may be situate, of or belonging to the said party of the first part, and owned, used, occupied, and enjoyed in the construction, maintenance, and operation of

said last described railroad, together with all depots, station-houses, freight-houses, car-houses, machine-shops, cattle ^{Buildings.} yards, all other buildings, erections, tenements, structures, and fixtures, and all machinery, tools, rails, ties, tracks, bridges, viaducts, culverts, fences, other constructions or superstructures to the said railroad belonging or appertaining thereto.

All of the said aforesaid described Railroads taken ^{Total, 786 Miles.} together being about seven hundred and eighty-six miles in length.

Any Land or Land Scrip Certificates to which the party ^{Lands and Land Scrip in Texas.} of the first part is or may hereafter be entitled, or shall receive by reason of the construction of railroad in Texas, are not covered by this indenture or the lien thereof, but may be sold by said party of the first part, which party, however, hereby covenants to use the proceeds of any such sale strictly in payment of the interest or principal of the bonds issued under and secured by this indenture.

NINTH.—And also All the following Property, real and ^{Certain other Real and Personal Property.} personal, now owned, or which may be at any time hereafter acquired by the party of the first part, for the use of any or all the railroads above described, namely, all the lands, tenements, and hereditaments, and rights of way, and all lands appropriated for depots, superstructures, buildings, erections, and fixtures; and also all tracks, bridges, viaducts, culverts, fences, and other structures, depots, engine-houses, car-houses, freight-houses, wood-houses, and other buildings; and all machine-shops and other shops; and also, all locomotives, tenders, cars, and other rolling stock or equipments, and also, all machinery, tools, implements, fuel, supplies, and materials for constructing, operating, repairing, or replacing the said railroads, or any or either of them; and also, all corporate and other franchises, powers, rights, and privileges now held ^{Franchises.} and owned by the party of the first part, pertaining to the said seven hundred and eighty-six miles of constructed road.

And Whereas, the party of the first part, under and by virtue of the laws of the States of Kansas, Missouri, and ^{Extensions and Branches in States and Territories.} Texas, and the aforesaid Acts of Congress of July 25 and 26, 1866, is entitled to build or acquire by purchase, consolidation, or otherwise, extensions and branches of its said road in the [said] States and in the Indian Territory;

Act of Aug. 2, 1870,
authorizing Extensions
in Texas.

And Whereas, the party of the first part under the Act of the Texas Legislature passed August 2, 1870, is authorized to extend its railroad from its present terminus at Denison through the State of Texas to the Rio Grande River, with a view of extending the same to the City of Mexico, and has also the right to construct branches in the said State of Texas by virtue of said last mentioned Act, and the right to purchase, join stocks and unite or consolidate with any connecting railroad company with the approval and consent of a majority in interest of the stockholders, and to acquire and merge into itself all or any part of the property, rights, and privileges and franchises of such [other] company as therein provided;

May consolidate with
other Companies.

Extension to the Rio
Grande.

And Whereas, the said party of the first has resolved to extend its line to the Rio Grande, either by direct or sole construction on its own account, or by joint construction or arrangement, with other companies as may be found most expedient, and likewise to build or acquire other branches and extensions in Texas and elsewhere;

Franchises not covered
by Mortgages of
Feb. 1, 1871, and
April 1, 1876.

And Whereas, franchises pertaining to road not now constructed are not embraced in the said mortgages of February 1st, 1871, and April 1st, 1876, which point has been so adjudged and decided by the United States Circuit Court for the District of Kansas.

Bonds for building
and acquiring
Branches, etc.

And Whereas, to provide the means for building and acquiring such branches and extensions, an issue of bonds, to be secured by this indenture, at the rate of not exceeding twenty thousand dollars per mile of road, has been authorized by the Board of Directors and by the stockholders of the party of the first part, at the meetings hereinbefore referred to;

This Indenture also
conveys.

Now, Therefore, the said party of the first part (in addition to the seven hundred and eighty-six miles of road hereinbefore particularly described, in respect to which the said mortgages of February 1st, 1871, and April 1st, 1876, to the extent of all valid and subsisting indebtedness thereunder or authorized thereby, are prior in lien to this indenture), doth, by these presents, grant, bargain, sell, assign, transfer, and convey unto the said party of the second part herein, all of its franchises under the said Texas Act of August 2d, 1870, before referred to, in respect to the line of road to be constructed or acquired, from the existing terminus of its road at Denison to the Rio Grande, and all branches which it is authorized or may here-

after be authorized to construct in the State of Texas, and in the Indian Territory, and in the States of Missouri, Kansas and elsewhere, and all and singular its railroads and branches to be constructed or acquired under its existing charters, constituent acts, or any amendments thereof, and also including in the grant and conveyance herein and hereby made, all roads now owned by it and all that it may hereafter own, whether built by itself or acquired by purchase, consolidation, or otherwise, and all leasehold rights which may be acquired in other roads, and all rights acquired or to be acquired in other roads, under contracts for the sole or joint use thereof by the party of the first part, and also all the lands, tenements, and hereditaments acquired or appropriated, or which may hereafter be acquired or appropriated, for the purpose of a right of way for said railroad, its extensions and branches, and all the easements or appurtenances thereunto belonging or in anywise appertaining, and all railways, ways, and rights of way, depot grounds, tracks, bridges, viaducts, culverts, fences, and other structures, depots, station-houses, engine-houses, car-houses, freight-houses, wood-houses, warehouses, machine-shops, work-shops, superstructures, erections, and fixtures, whether now held or hereafter at any time acquired for the use of said railroad, its extensions and branches, or in connection therewith, or the business thereof, also all locomotives, tenders, cars, and other rolling stock or equipments, and all rails, ties, chairs, and machinery, tools, implements, fuel, and materials whatsoever, for or in respect of the constructing, operating, repairing, or replacing said railroad or any part thereof, or convenient or necessary [for use] for the purposes thereof, whether now held and owned or hereafter to be acquired by the said party of the first part, together with all the equipments or appurtenances whatsoever thereunto belonging, whether now held or hereafter acquired, and all franchises connected with or relating to said railroad, its extensions and branches, or the construction, maintenance, or use thereof, now held or hereafter acquired by the party of the first part, and all corporate franchises of any nature relating thereto, including the franchise to be a corporation and operate said railroad, which are now or may hereafter be possessed or exercised by the party of the first part, together with all and singular the endowments, income and advantages, tenements, hereditaments, and appurtenances to the above-mentioned railroad premises or property belonging or in any wise appertain-

Branches authorized to be constructed in Missouri, Kansas, Texas, and Indian Territory.

ing, and the reversion and reversions, remainder and remainders, tolls, incomes, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, in law as well as in equity, present or prospective, of the said party of the first part, of, in, and to the same and every part and parcel thereof, with the appurtenances;

To have and to hold. **To Have and to Hold**, the above described premises, property, rights, franchises, and appurtenances and unto the party of the second part, and its successors and assigns forever, to the only proper use, benefit, and behoof of the party of the second part, its successors and assigns.

In Trust. **In Trust, Nevertheless**, for the equal *pro rata* benefit and security of all and every the persons or corporations who may be or become holders of any of the bonds issued hereunder, without any preference or priority of any one bond over another, or by reason of priority in time of issue or of negotiation thereof, or otherwise, and for the uses and purposes herein declared and expressed.

Taxes, etc., to be paid and Liens discharged by Grantor.

The said Railway Company, the said party of the first part, hereby covenants and agrees to and with the said Trustee, the said party of the second part, for the benefit of the bondholders secured hereby, that it will pay all lawful taxes and assessments upon said property hereby mortgaged, at any time legally levied and assessed thereon; that it will suffer no mechanics', statutory, or laborers' liens, which shall have priority to this mortgage, to be created or placed on any part or portion of said railways, or any part of the estate and property hereby mortgaged, to the end that the priority of this indenture shall, at all times, be maintained; that it shall and will, at all times, when demanded by the Trustee, keep insured its rolling stock, tools, and machinery, its buildings, bridges, and all other structures erected, or to be erected, on the aforesaid premises, and all other property provided for use in connection with the said railways herein described usually insured by railway companies, and in the same manner, and to the same extent; and that it shall and will diligently preserve all the rights and franchises to it granted and upon it conferred, and shall and will, at all times, maintain, preserve, and keep the same, and every part thereof, with the rolling stock, fixtures, and appurtenances, and every part and parcel thereof, in good repair, working order, and condition, and supplied with

Insurance.

Franchises preserved.

all necessary motive power, rolling stock and equipment, and shall and will, from time to time, make all needful and proper repairs, renewals, and replacements, useful and proper alterations, additions, betterments, and improvements. Repairs and Renewal.

And the said Railway Company further covenants, that it will not issue, negotiate, sell, or otherwise dispose of the consolidated bonds to be issued hereunder, in any manner inconsistent with the provisions of these presents and its covenants and agreements in that behalf herein contained, and that it will apply the proceeds thereof exclusively for the purposes herein stated and provided for. Bonds to be issued only as herein provided.

And for the purpose of securing to the holders of any of the said bonds to be issued hereunder, that none of said bonds shall be issued except as herein provided, it is hereby stipulated and agreed by the said party of the first part, that the said Trustee herein, or his successor or successors in said trust, shall certify and deliver said bonds only as follows: — Certification of Bonds by Trustee.

SECTION FIRST. — Bonds Numbered from One to Twenty-Two Hundred and Ninety-six, both inclusive, amounting in the aggregate to two million, two hundred and ninety-six thousand (\$2,296,000) dollars, or so many thereof as shall be necessary are to be issued, and used only in exchange for bonds equal in amount and now outstanding, heretofore issued by the Union Pacific Railway Company, Southern Branch. Bonds Nos. 1 to 2296 to be exchanged for Bonds of Union Pacific Ry. Co., Southern Branch.

SECTION SECOND. — Bonds Numbered from Twenty-two Hundred and Ninety-seven to Twenty-six Hundred and Forty-five, both inclusive, amounting in the aggregate to three hundred and forty-nine thousand (\$349,000) dollars, or so many thereof as shall be necessary, are to be issued and used only in exchange for bonds equal in amount and now outstanding, heretofore issued by the Tebo and Neosho Railroad Company. Bonds Nos. 2297 to 2645 to be exchanged for Bonds of Tebo & Neosho R. R. Co.

SECTION THIRD. — Bonds Numbered from Twenty-six Hundred and Forty-six to Thirty-four Hundred and Forty-five, both inclusive, amounting in the aggregate to eight hundred thousand (\$800,000) dollars, or so many thereof as shall be necessary, are to be issued, and used only in exchange for bonds equal in amount and now outstanding heretofore issued by the Hannibal and Central Missouri Railroad Company. Bonds Nos. 2646 to 3445 to be exchanged for Bonds of Han. & Cent. Mo. R. R. Co.

SECTION FOURTH. — Bonds Numbered from Thirty-four Hundred and Forty-six to Eighteen Thousand Two Hun-

Bonds Nos. 3446 to 18,217 to be exchanged for Consolidated Mortgage Bonds.

dred and Seventeen, both inclusive, amounting in the aggregate to fourteen millions, seven hundred and seventy-two thousand (\$14,772,000) dollars, or so many thereof as shall be necessary, are to be issued and used in exchange for bonds equal in amount and now outstanding, heretofore issued by the party of the first part under its said Consolidated Mortgage of February 1, 1871, and the several additional mortgages hereinbefore recited as having been executed under and pursuant to the Tenth Article of said last mentioned mortgage; but the said bonds may also be issued and used as hereinafter provided in Section Thirteenth of this Indenture.

Bonds exchanged for Consolidated Bonds, how taken up.

SECTION FIFTH. — In Case the Present Outstanding Issues of Bonds, under the said mortgage of February 1st, 1871, and the several additional mortgages, shall be increased by reason of the exchange therefor, as therein provided, of the underlying or divisional mortgages therein mentioned, and hereinbefore referred to in Articles First, Second and Third, then the bonds set apart and reserved as above for exchange of the said several underlying or divisional mortgage bonds in said Articles First, Second and Third, may be issued and used in exchange for the said consolidated bonds, issued to take up such divisional mortgage bonds.

Bonds Nos. 18,218 to 28,217 to be exchanged for Income Bonds.

SECTION SIXTH. — Bonds Numbered from Eighteen Thousand and Two Hundred and Eighteen to Twenty-eight Thousand and Two Hundred and Seventeen, both inclusive, amounting in the aggregate to ten millions of (\$10,000,000) dollars, are hereby set apart and reserved for the purpose of retiring on such plan and terms as may be adopted by the Board of Directors of the party of the first part, the income bonds issued, or which may be issued under the mortgage of April 1st, 1876, and the coupons or scrip certificates representing interest accrued thereon, pursuant to the terms of the said last mentioned mortgage, to the extent to which the same are or shall be valid subsisting debts against the party of the first part; and if the Board of Directors shall resolve to issue bonds for the purpose in this section mentioned, at a less rate of interest than six per cent. per annum, the said bonds shall bear the numbers above specified in this section, and the same and the coupons shall be in the same form as the six per cent. bonds and coupons, except only such changes therein as may be made necessary because of the change in the rate of interest.

SECTION SEVENTH. — **Until** the provisions herein made and to be made hereunder for the exchange of bonds hereunder for outstanding bonds, coupons, and scrip certificates shall have been actually accepted by the holders of such securities, such holders shall have no right to compel the party of the first part to give them the benefit of such provisions for the exchange of bonds issued hereunder for such outstanding bonds, coupons, and scrip certificates.

Only Scrip Holders entitled to Benefit of Provisions for exchange of Bonds.

SECTION EIGHTH. — **Bonds Numbered from Twenty-eight Thousand Two Hundred and Eighteen to Thirty Thousand Two Hundred and Seventeen**, both inclusive, amounting in the aggregate to \$2,000,000, may be issued and used for the purpose of providing such new equipment and rolling stock and new additions to the property as the business of the party of the first part may require; and any part of said amount of \$2,000,000, which, in the judgment of the Board of Directors, is not required for such purposes, may be used to pay any [of the] debts, obligations, or liabilities of the party of the first part, and bonds therefor may be certified by the Trustee on the resolution of the Board of Directors or Executive Committee of the party of the first part.

Bonds Nos. 28,218 to 30,217 to be used for Equipment, Rolling Stock, etc.

SECTION NINTH. — **The Remaining Bonds**, being those numbered from thirty thousand two hundred and eighteen to forty-five thousand, both inclusive, and amounting in the aggregate to fourteen millions, seven hundred and eighty-three thousand (\$14,783,000) dollars, are to be issued and used at not exceeding the rate of twenty thousand dollars per mile, in securing the construction and acquisition, *of* [or] either, of the extensions and branches in the States of Missouri, Kansas, Texas, and elsewhere, and in the Indian Territory, and into the Republic of Mexico, now authorized, or which may hereafter be authorized by the charters and constituent acts or amendments thereof, of the party of the first part, or concessions or authority therefor hereafter granted to or acquired by the party of the first part; bonds to be issued and delivered at the aforesaid rate per mile by the Trustee hereunder, in the case of extensions or branches constructed by the party of the first part, as sections of ten miles or more are completed, upon filing with said Trustee a certificate of the executive officer or chief engineer of the party of the first part, to the effect that so much of such extensions or branches have been properly constructed and completed; and in the case of the acquisition

Bonds Nos. 30,218 to 45,000 to be used in Construction and Acquisition of Extensions and Branches.

As Sections of Ten Miles or more are completed.

At not exceeding
\$20,000 per Mile.

Prior Mortgages up-
on acquired Lines.

M., K. & T. *Exten-
sion* Railway.

Mortgage by said
Company.

Residue of Bonds,
viz.: \$14,783,000,
may be sold for
Cash.

Said Bonds may be
used for Purchase of
Rails and Equip-
ment, when.

by purchase or consolidation of constructed roads in good condition and repair, ready for use, bonds shall be issued and delivered by the Trustee hereunder, at not exceeding the said rate of twenty thousand dollars per mile for each mile of road so acquired, upon the filing with said Trustee of a certificate of the President of the party of the first part, to the effect that such roads have been purchased or acquired and made a part of the property of the party of the first part, provided, however, that if any railroad or railroads thus purchased or acquired shall, at the time of such acquisition, be subject to the lien of any trust deed or mortgage theretofore made to secure bonds then outstanding, no more bonds shall be issued hereunder, than such [an] amount as shall, together with such outstanding bonds, be equal to the rate of twenty thousand dollars per mile.

But it is Understood, However, that if the party of the first part, shall acquire what is known as the road of the Missouri, Kansas and Texas *Extension* Railway Company, so that the same becomes subject to the lien of these presents, said party of the first part may issue and the Trustee certify bonds hereunder, at a rate not exceeding twenty thousand dollars per mile, if the mortgage executed by the said Extension Company is cancelled.

If said Road is Acquired and the mortgage is not cancelled, said party of the first part may issue, and the Trustee certify bonds hereunder, at the rate of twenty thousand dollars per mile, including the bonds issued under the mortgage made by the said Extension Company.

SECTION TENTH. — It is hereby Expressly Understood and Agreed between the parties hereto, that the party of the first part may have and exercise the right, at its option, of selling for cash the whole or any portion of the bonds amounting to \$14,783,000, referred to in Article Ninth, provided that such sale shall not be made at less than eighty per cent. of the par value of said bonds, and the proceeds thereof shall be deposited with the Trustee hereunder, to be used and paid over in lieu of the bonds, for newly constructed or acquired roads.

And it is hereby further Agreed, that the party of the first part may, should it deem it expedient so to do, use and apply such portion of the said bonds set apart in Article Ninth, for the purchase of such rails and equipment for newly constructed

road as may be deemed necessary, the title thereto to be vested in the Trustee hereunder, until such rails have been placed in the track, such equipment delivered upon the line of the party of the first part, and both the railway as constructed, and equipment as delivered, have been duly accepted by the party of the first part.

The bonds thus used and appropriated in advance of construction, to be deducted in future settlements from the amount of bonds in this indenture authorized to be delivered per mile of completed road.

Bonds so used to be deducted.

SECTION ELEVENTH. — In Case of the Construction or Acquisition by the party of the first part of any portion of its extension or branches, now or hereafter authorized on equal joint account with any other railroad company or companies, then the issue out of bonds set apart in Article Ninth, on the interest of the party of the first part in such jointly constructed road or roads, shall be limited to a rate not exceeding ten thousand dollars per mile of completed road, or in case of unequal interest in such joint construction, then in the proportion that the interest of the party of the first part bears to twenty thousand dollars per mile.

Bonds, how issued upon Road acquired jointly with other Companies.

SECTION TWELFTH. — It is further Mutually Agreed, by and between the parties hereto, that if the said party of the first part shall, in addition to the roads and branches above contemplated and provided for, determine under any right or franchise now owned by it, or hereafter acquired by it, still further to extend its road into Mexico or elsewhere, or build branches of its road, or become the owner or permanent lessee of any other railroad already constructed, then, for every such extension and branch and every such railroad constructed or to be constructed, or acquired, or permanently leased, a further issue of bonds in addition to the forty-five millions of dollars above herein provided for, may be made hereunder by the said party of the first part, the aggregate amount of which shall not exceed the rate of twenty thousand dollars for every mile of road, thus constructed, or acquired, or leased, such bonds to be issued in the same proportions and upon the same conditions as hereinbefore provided in Section Ninth for the issue of the bonds to which said section relates; and in case said bonds are sold, the proceeds to [be] paid over to the Trustee as in Section Tenth provided. And all such bonds shall be of the same tenor as that provided for

Bonds may be issued upon Extensions in Mexico and elsewhere, Branches and permanently Leased Lines, beyond \$45,000,000.

At not exceeding \$20,000 per Mile.

Proceeds of Bonds sold paid to Trustee.

Bonds from No. 45,-
000 and upwards.

in the form of bond hereinbefore set forth, subject only to necessary variation in the form thereof and as to the distinguishing numbers and the dates thereof, and shall bear numbers running from the number forty-five thousand upwards.

Covenant for further
Assurance.

And the said Party of the First Part hereby Agrees, to execute and deliver to the said part[y] of the second part, its successor or successors, upon every such further issue of bonds, any further reasonable and necessary trust deed to bring in and subject to the conditions of these presents every such extended or future acquired road, and every other land and property, real or personal, that may hereafter be acquired by it for the purpose and with the intent of securing the payment of the said bonds composing every such increased issue, as well as the bonds hereinabove described, equally and alike upon the property of the said party of the first part, with the interest due and to grow due thereon, in the same manner as if all said bonds had been originally secured by one and the same indenture.

Bonds hereunder
added to other Bonds
outstanding upon ac-
quired Roads, not to
exceed \$20,000 per
Mile.

Provided, However, that if any railroad or railroads which may hereafter be acquired in any of the modes aforesaid by the party of the first part shall, at the time of such acquisition, be subject to the lien of any trust deed or mortgage theretofore made to secure bonds then outstanding, no more bonds shall be issued hereunder on any such railroad or railroads than such amount as shall, together with such outstanding bonds, be equal to the rate per mile hereinbefore mentioned, to wit, twenty thousand dollars, but bonds may be issued hereunder on any such railroad or railroads in exchange for an equal amount of such outstanding bonds.

This Provision
extends to Roads
acquired by Consol-
idation, Purchase of
Capital Stock, etc.

The provision of this section of this indenture with its limitations as to the amount of bonds per mile to be issued, shall also extend to road which is acquired by the party of the first part by consolidation or transfer, or by a purchase of a majority of the shares of the capital stock of such road, provided that the road so acquired shall become and be made subject to the lien of this indenture for the benefit of the bonds secured thereby, before bonds hereunder shall be issued and certified in respect thereof.

This Mortgage em-
braces all Road con-
structed and to be
constructed.

It is the Intention, to embrace in this mortgage all the road and branches now completed, as well as all that may be completed or acquired under the articles of association of the said railroad company, and any amendments thereto, to the

end, that as the said roads and branches may be extended, the money to pay for such extension and branches may be raised by the issue of bonds under this indenture, which provision, as to extensions and branches, shall apply to road which may be constructed in Mexico, if the lien hereof can and shall be effectually extended thereto; but if not, then this indenture is not to be construed as covering or extending to the rights, franchises, road, and property of this Company in Mexico.

How, as to Road in Mexico.

SECTION THIRTEENTH.—It is Understood and Agreed, between the parties hereto, that in the event of any of the bonds issued under the said Consolidated Mortgage of February 1, 1871, and the several additional mortgages executed pursuant to Article Tenth thereof, being drawn for redemption by the operation of the sinking funds in said mortgages provided, the party of the first part may, at its option, use and apply the bonds set apart and reserved in Section Fourth of this indenture to meet the annual payments into the said sinking funds, and the [annual] interest accumulations upon the bonds constituting said sinking funds, provided, however, that the amount of bonds thus used and applied in any one year shall not exceed at their par value the sum of the yearly installments payable into said sinking funds, and the annual interest accumulations of said funds or such year.

Consolidated Mortgage and other Bonds redeemed by Sinking Funds.

But in no Case, shall any of the bonds be certified by said second party or its successor in said trust, except upon written application of the party of the first part, expressed through a resolution of its Board Directors or Executive Committee adopted at a regular meeting or special meeting called for that purpose, wherein it shall be stated what amount of bonds are required at that time, and the purposes for which they are required, which resolution shall be the authority and sufficient authority to the Trustee to certify to the extent so required any of the bonds herein authorized.

Bonds certified by Trustee upon Authority of Board of Directors.

And the said Railway Company further Covenants that it will, at all times hereafter, as long as any of the bonds to be issued hereunder shall remain outstanding, keep an agency in the City of New York, and that it will pay the principal and interest of the said bonds at the times and in the manner therein provided, and generally, do and perform all acts and things, promises and covenants, in this indenture, on its part to be done and performed.

Railway Company will keep an Agency in New York City.

Trusts, Uses and
Purposes declared.

And it is hereby Agreed and Declared, that the aforesaid described premises, property, rights, interests, and franchises hereby conveyed or mortgaged, are to be held by said Trustee and his successor or successors, upon and for the trusts, uses and purposes following, to wit: —

Defeasance.

ARTICLE FIRST. — This Indenture is upon the Express Condition, that if the said Railway Company, the said party of the first part, shall well and truly pay, or cause to be paid, to the holder or holders of said bonds, the principal sums of money therein mentioned, according to the true intent and meaning thereof, with the interest thereon, according to the terms and conditions thereof, and of the interest coupons thereto attached, then, and in that case, the lien or incumbrance hereby created for the security and payment thereof, and all the estate, right, title, and interest of the said party of the second part in the property aforesaid, shall cease and determine, and at the request of the said party of the first part, or its assigns, this indenture shall be satisfied and discharged, and

Release and Satisfaction of this Indenture to be entered.

a release and satisfaction thereof shall be entered of record in each and all of the several counties in which this indenture shall have been recorded, at the cost of the said party of the first part.

Until Default made.

ARTICLE SECOND. — Until Default shall be made in the payments of principal or interest, or some part of either principal or interest, as herein provided, the said party of the first part shall possess, control, manage, operate, use, and enjoy the said railways, rolling stock, equipments, franchises, real estate, and other property, and shall receive, take and use the rents, incomes, profits, and tolls thereof for its own uses and purposes, as if this indenture had not been made.

In Case of Default made and not waived.

But in Case Default shall be made in the payment of the principal or of any interest on any of the aforesaid bonds, issued under and secured by this instrument according to the tenor thereof, or of the coupons thereto attached, and if such default shall continue for the period of six months after demand in writing made for the payment of the same, at the financial agency of the said party of the first part, aforesaid, in the City of New York; it shall be lawful, unless such default be waived as hereinafter provided, for the said Trustee, the said party of the second part, or its successor or successors in this trust, by itself, its attorneys, or agents, to enter in and upon, and take possession of all and singular the railways,

Trustee may take Possession.

premises, and property, rights and interests, hereby conveyed and mortgaged, or intended so to be, and each and every part thereof, and to exclude the said party of the first part and its agents wholly therefrom, and to hold and use the same, and to control, manage, and operate, by its superintendents, managers, receivers, agents, servants, employes, and attorneys, the said railways, and to manage and conduct the business thereof, and to make, from time to time, at the expense of the trust estate, all repairs and replacements, and such useful alterations, extensions, additions, and improvements thereto, as well in respect to the rolling stock and equipments, as to the said railways and appurtenances, and all other matters and things which will promote the interests of the parties hereto, as may seem to it, the said Trustee, judicious and proper, and to collect and receive all tolls, freights, incomes, rents, issues, and profits of the same and every part thereof, and, after deducting the expenses of operating said railways and of conducting its business and paying all proper and legitimate debts and obligations, and for all repairs, replacements, alterations, extensions, additions and improvements, as aforesaid, and all taxes, assessments, and other proper charges upon the said property and premises, or any part thereof, as well as a just and reasonable compensation for its own services and the services of all agents, clerks, servants, and other employes, properly engaged or employed, including reasonable attorneys' and solicitors' fees, then to apply the moneys arising as aforesaid, to the payment of the interest in arrear, or which shall become due, on the outstanding bonds secured hereby, in the order in which such interest shall be, or become due, ratably to the persons holding the coupons therefor, and after paying all such interest which shall have become due, to apply the same to the payment of the principal of the aforesaid bonds which may, at that time, be due and unpaid, ratably, without discrimination or preference.

To collect Tolls,
Freights, Incomes,
etc.

Compensation for
Agents and Attor-
neys.

Moneys collected,
how applied.

And further Provided, that the said party of the first part, at any time hereafter before the full payment of said bonds, whenever it, the said party of the first part, shall deem it proper and expedient for the better security of the said bonds, shall be willing to voluntarily surrender to the said Trustee, the said party of the second part, or its successor, or successors in this trust, the possession, control, and management of the said railways, premises, and property, and the business

Voluntary Surrender
to Trustee.

Surrender to Trustee,
without Default.

thereof, for any term of years certain or indefinite, although there may not have occurred such default as to entitle the said party of the second part to enter into the possession of the whole or any part of the said railways, rolling stock, premises, property, and rights hereby mortgaged, or intended so to be, it shall be the duty of the Trustee, the said party of the second part, or its successor, or successors in this trust, upon any such surrender and delivery, to enter into and upon the premises so surrendered and delivered, and to take and receive possession, control, and management of said railways and property so surrendered, for such terms or term of years certain or indefinite, as may be agreed upon by the said parties hereto, but without prejudice to the rights of said party of the second part, subsequently, to insist upon and maintain such possession, control, and management beyond such term whenever he would have been entitled thereto, if such voluntary surrender had not been made. And upon the voluntary surrender and delivery of the said premises or property, or any part thereof, as aforesaid, the said party of the second part, or its successor, or successors, in this trust, shall during the time for which such possession and control shall be by it taken, and while the same shall remain in its possession thereunder, receive the incomes and revenues thereof, and work, use, and manage, control, operate, and employ the same in such lawful way as may be the most beneficial, as well to the interests of the public as to the holders of said bonds, intended to be secured hereby, and of the said party of the first [part], and in all respects in accordance with the law and the provisions of this Article.

Default continued
for Six Months, and
not waived.

ARTICLE THIRD. — In Case Default shall be made in the payment of any interest upon any of said bonds, or of the principal thereof, as aforesaid, and shall continue for six months after demand made for payment, as aforesaid, it shall be lawful, unless such default be waived as herein provided, for the said Trustee, the said party of the second part, or its successor, or successors in this trust, after entry as aforesaid, or other entry, or without entry, by its attorney, or attorneys, agent or agents, to sell and dispose of all and singular the said railways and appurtenances, property and premises, rights, interests, and franchises hereby conveyed or mortgaged, or intended so to be, at public auction, to the highest bidder, at such time and place in the City of Topeka, in the State of

Power of Sale.

Kansas, as it may designate, having first given public notice of the time, place, and terms of such sale by advertisement Notice of Sale. published not less than five times a week for eight consecutive weeks in one or more newspapers published in the Cities of St. Louis and New York, with the right to adjourn such sale or sales from time to time, in the discretion of such Trustee, giving reasonable notice of such adjournment, and after so Adjournment of Sale. adjourning, to make the sale at the time and place to which the same may be adjourned, and on the consummation of the sale upon the terms and conditions thereof, to make and deliver to the purchaser or purchasers thereof good and sufficient deed Trustees' Deed to Purchaser. or deeds in law for the same in fee simple, which sale, made as aforesaid, shall be a perpetual bar, both at law and in equity, against the said party of the first part and all other persons lawfully claiming or to claim the said railways and appurtenances, property and premises, rights, interests, and franchises, or any part thereof so sold, by, from, through, or under it. And after deducting from the proceeds of such sale just allowances for all expenses of said sale, including attorneys' and Expenses of this Trust deducted from Proceeds of Sale. counsel fees, and all other expenses, advances, and liabilities which may have been made or incurred by the said Trustee in operating said railways, or in maintaining the same, or in managing its business while in possession thereof, and all payments which may have been made by it for taxes and assessments and other proper charges upon the said railways and appurtenances, property and premises, rights, interests, and franchises, or any part thereof, as well as reasonable compensation for its own services, then to apply the said proceeds to the payment of the principle of such of the aforesaid bonds as may be at such time unpaid, whether the same shall have previously become due or not, and of the interest which shall, at that time, have accrued on the said principal and be unpaid, without discrimination or preference, but ratably to the aggregate of said unpaid principle and accrued and unpaid interest added together, and after satisfaction of all of said bonds secured hereby, with the interest thereon, to pay over the surplus of such proceeds, if any, to the said party of the first part, or to Surplus after Payment of Liens. such party as may then be entitled to receive the same.

This Provision is Cumulative, to the ordinary remedy by Trustee may waive foreclosure in the Courts, and the Trustee herein or its succe- Power of Sale and sor or successors in this trust, upon default being made as institute Foreclosure aforesaid, may at its discretion, and upon the written request Proceedings.

of the holders of the majority in value of the said bonds then unpaid, shall (upon being properly indemnified) institute proceedings to foreclose this mortgage or deed of trust, in such manner (by sale under the power herein given, or by suit) as the majority of the said bondholders may direct, and if no such direction is given in this behalf, then in such manner as to the said Trustee may seem most expedient.

Company Personally
Liable, but not the
Stockholders.

For the debt or bonds secured hereby the said Railway Company, the said party of the first part, is liable *in personam*, and any deficit after exhausting the mortgaged security may be enforced against the said Company or its other property, but not against the stockholders individually.

Default continued
for Six Months.

ARTICLE FOURTH. — In Case Default shall be made, in the payment of any semi-annual installment of interest on any of the said bonds, at the time and in the manner in the said bonds and interest coupons provided, and if such default shall continue for the period of six months after due demand made for payment, as aforesaid, then in such case, the principal sum of all the said bonds secured hereby shall, in case a majority in interest of the holders of the said bonds, in writing under seal, so elect, become and be immediately due and payable, anything contained in the said bonds to the contrary notwithstanding. And a majority in interest of the holders, of said bonds may, by writing, under their hands and seals, executed at a meeting of the said bondholders, or without such meeting, declare, or instruct the then Trustee in this trust to declare, the said principal of the said bonds to be due and immediately payable, or may waive, or may instruct the said Trustee to waive, any default in the payment of principal or interest, on such terms and conditions as such majority in interest may deem proper, provided always, and it is hereby declared, that no such action of the Trustee or bondholders shall extend to, or be taken to affect any subsequent default or to impair the rights resulting therefrom. But subsequent defaults on the payment of principal or interest may, in like manner, be waived at any time before the entry of a decree of foreclosure, by a majority in interest of the bonds secured hereby.

Majority of Bond-
holders may instruct
Trustee.

Subsequent Defaults
may be waived, etc.

Meetings of Bond-
holders.

Meetings of the Holders of the said Bonds hereby secured for the determination of, or action upon, any of the questions upon which, by any of the provisions hereof, the majority in interest of said bondholders, may have the right to decide, may be called by the then Trustee, or in such other mode as may

be, from time to time, fixed by such majority in interest of the holders of said bonds, in respect to such meetings, and until said bondholders shall so act, such powers may be exercised by the said Trustee in this trust, and all acts or resolutions of the said bondholders affecting the rights or remedies, or for the benefit of the said bondholders, or the duties of the Trustee, or the interest of the trust hereby created, shall be authenticated by the signatures of all the persons assenting thereto, as well as by a record of the proceedings to be kept of any such meetings.

But it is Understood, and hereby expressly declared and agreed that no act or resolution of any meeting of bondholders or of the Trustee, nor any act or election of, or instrument executed by a majority in interest of all said bonds, shall impair, control, or affect the rights, interests, or remedies, legal or equitable, of any non-assenting bondholder, except in the particulars, and to the extent to which the same is expressly made controlling by the provisions contained herein.

Resolutions of Bondholders do not bind non-assenting Bondholders, when.

ARTICLE FIFTH. — The said Party of the First Part shall and does hereby covenant and agree, to and with the said party of the second part, and its successor, or successors in this trust, on behalf, and for the benefit of, the said bondholders intended to be secured hereby, that it will, from time to time, and at all times hereafter, upon reasonable request, make, do, execute, acknowledge, and deliver all such further acts, deeds, conveyances, and assurances for the better assuring unto the said Trustee and its successor, or successors, in the trust hereby created, upon the trusts, and for the purposes herein expressed or intended, all and singular, the premises, property, railways, equipments, and appurtenances, rights, franchises, interests, and effects, hereby mortgaged or conveyed in trust, or agreed, or purporting, or intended so to be, whether now owned or possessed by or vested in the said party of the first part or subsequently acquired by or vested in it, and all other property and things whatsoever which may be hereafter acquired in aid of, or by way of substitute for, or what[so]ever use for the purposes of the same or any part thereof, and all franchises now held or hereafter acquired relating thereto, including the franchise to be a corporation, as may be deemed proper and expedient, subject however, to the limitations and conditions herein provided as to after acquired property.

Covenant for further Assurance.

ARTICLE SIXTH. — Said Railway Company, the said party of the first part, for itself and all other persons hereafter

Marshalling of Assets waived.

claiming through or under it, and who may, at any time hereafter, become holders of liens junior to that of these presents, hereby, expressly waives and releases all right to have the assets comprised in the security intended to be created by these presents, marshalled upon any foreclosure or other enforcement thereof, and it is expressly hereby agreed and declared that the Trustee herein, and any court in which foreclosure of this mortgage or administration of the trusts hereby created is sought, shall have the right to sell the entire property of every description comprised in, or subject to, the trusts of these presents as a whole in one single lot, if it shall in its discretion think fit. And a majority in interest of said bonds may, by instrument in writing, direct the Trustee or petition the said court to sell the said property in such manner.

Waiver of Benefits
of Stay and other
Laws.

ARTICLE SEVENTH. — Said Railway Company, the said party of the first part, for itself, its successors and assigns, and so as to bind all persons who may claim through or under it, as assigns, junior incumbrance[r]s, lien-holders, or otherwise, doth hereby irrevocably waive the benefit or advantage of any or all valuation, stay, appraisement, redemption, or extension laws, and of all laws requiring mortgages, liens, hypothecations, or other securities for money to be foreclosed by action therefor, now existing, or which may hereafter exist, in any State wherein the property to be sold hereunder, or any part thereof, may at the time of sale be situated, or where the said sale may take place, which but for this provision herein might prevent or postpone the sale of said premises, property, rights and interests to the purchaser under the powers and upon compliance with the provisions herein provided, and said party of the first part does hereby covenant with the said party of the second part, the said Trustee or its successor or successors, in the trust hereby created, that it will not, in any manner, set up or seek, or take the benefit or advantage of any such valuation, stay, appraisement, redemption, or extension law.

Liability of Trustee.

ARTICLE EIGHTH. — And it is further Mutually Agreed, by and between the parties hereto, and is hereby declared to be a condition upon which the said party of the second part and its successor or successors in this trust hereby created, have assented to these presents and accepted this trust, that the said Trustee and its successors in this trust shall not in any manner be held responsible for persons employed by them, unless guilty of culpable negligence in the selection of such employes, nor shall the Trustee be answerable except for its

own wilful default, and in all cases the then Trustee, the party of the second part, shall be authorized to pay such reasonable compensation as it shall deem proper to all the attorneys, officers, agents, servants, and employes whom it may reasonably employ in the management of this trust; and that the said Trustee and its successor or successors shall have and be entitled to just compensation for all services it may render in connection with the management of the trust hereby created, to be paid by the said party of the first part out of the trust estate.

Compensation for Services.

And it is Agreed, and hereby provided that the said Trustee and its successor or successors in this trust may be removed, and a successor may be appointed, at any time, by any court of competent jurisdiction, upon application of a majority in interest of the holders of the then outstanding bonds hereby secured.

Removal of Trustee by Court.

And it is also Agreed, and hereby provided that a majority in value of the outstanding bondholders secured hereby may, upon their own motion at any time, with or without cause, by an instrument or instruments in writing, under seal, signed by them to that effect, and without calling a meeting of the bondholders for that purpose, remove the said Trustee and any successor to the trust hereby created, and in writing under seal appoint one or more Trustees herein, whether the last Trustee shall have been appointed by a court of competent jurisdiction or otherwise, anything herein to the contrary notwithstanding. In case of such removal and appointment of Trustees by the bondholders, the writing shall be signed by each bondholder or his or her agent, stating the place of residence of such holder and the serial numbers and the amounts of the bonds, and in every case the affidavit of the holder shall accompany the instruments of removal and appointment to the effect that the party signing such instruments is the owner or holder of the bonds for which he or she signs, and stating the serial number and the amount in value of each bond and the owner or holder's place of residence.

Removal of Trustee by Bondholders.

It is also hereby Expressly Agreed, and provided that in case of the appointment, in any of the modes herein provided, of a successor or successors, to the trust hereby created, such successor shall be invested with all and singular the powers and duties hereby conferred and imposed upon the said Trustee herein and hereby designated, so long as he or they shall remain such successor Trustee.

Successor in Trust vested with all Powers, etc.

Bonds delivered by Trustee only as herein provided.

ARTICLE NINTH. — **The said Trustee**, the said party of the second part, hereby promises and agrees that in no case will it deliver to said Railway Company, the said party of the first part, or to any other person or persons, any of the bonds secured hereby, except in conformity with the provisions of this instrument.

Recording of this Instrument.

The said Trustee, hereby agrees to cause this instrument to be recorded in all the Counties of Missouri, Kansas, and Texas in which any part of the said railways of the said party of the first part, or any extensions, additions, and branches thereof, may be situated,

Trustee may purchase at Sale.

ARTICLE TENTH. — **The said Trustee**, or any successor to this trust, shall have the right, and is hereby empowered and authorized, on any sale under, or foreclosure of this mortgage or deed of trust, to buy in the mortgaged property at a price not exceeding the amount of the mortgage bonds secured hereby, and to hold and possess the property so purchased, and to control, manage, use, and operate the same and receive the incomes, rents, issues, and profits thereof, upon the trusts and subject to the covenants and the conditions of this indenture.

Bonds receivable as Purchase Money, *pro rata*.

ARTICLE ELEVENTH. — **And in Case of any Foreclosure Sale**, or of any sale made under any of the provisions of this deed of trust, the purchaser or purchasers thereat, shall be entitled in making settlement for, and payment of, the purchase money therefor, to deliver to the then Trustee, toward the payment of such purchase money, any of the said bonds and interest coupons secured hereby, and held by such purchaser or purchasers, counting such bonds and interest coupons for such purpose at a sum not exceeding that which shall be payable out of the net proceeds of such [sale] to the holder or holders of such bonds and interest coupons, as his or their share and proportion in that character of such net proceeds of sale, after allowing for the proportion of payment which may be required in cash for the costs and expenses of the sale, and which proportion of cash payment shall be determined and announced by the then Trustee previous to any such sale; and if such proportionate sum shall be less than the amount of such bonds or interest coupons, to make such settlements by receipting thereon for the amount to be credited thereupon.

Trustee may call Meetings of Bondholders.

ARTICLE TWELFTH. — **For the Purpose of Carrying out the Trusts** and objects of these presents, the said Trustee or its successor or successors to this trust, may, whenever it shall be

deemed expedient, call meetings of the holders of said bonds secured hereby in some convenient place in the City of New York, upon such notice, and under such regulations, as it may deem proper, but no decision of any majority in amount at any such meetings shall be of [any] effect unless the same shall be duly authenticated by an instrument in writing signed by the persons holding such majority and proved as herein provided.

ARTICLE THIRTEENTH. — The Execution of any Instrument or Affidavit required by any provision of these presents to be executed by a majority in amount of the holders of the said bonds hereby secured, then outstanding, shall be deemed sufficiently proved, if their respective execution of such instrument (which may be executed in any number of parts or duplicates), and of any procuration or power of attorney under which any signer may claim to act, and their holding of the said bonds respectively stated to be held by them, such bonds being identified by their serial numbers and amounts, as aforesaid, shall be certified by a Notary Public or other person authorized to take acknowledgments of deeds, with their seals of office affixed of any State or County, and any certificate and seal purporting to be a notarial certificate and seal, or certificate and seal of any other officer authorized to take acknowledgments of any deeds, shall be sufficient evidence of the official character of the persons making such certificates.

Execution of Instruments, Affidavits, etc., by Bondholders.

ARTICLE FOURTEENTH. — The said Trustee or any Successor to this Trust, may permit said Railway Company, the said party of the first part, if not in default in the payment of interest on said bonds, to sell any rolling stock, equipment, materials, or machinery, right of way or depot, or other grounds theretofore acquired for the use and operation of its railways, or any part of them, and which may be no longer necessary or useful, but upon the fundamental condition only that the purchase money shall be received by the then Trustee, or the property so sold to be replaced by other property of the same character, and to become subject to the trusts and provisions of these presents, and such purchase money shall be received, or the property sold be so replaced by other property, before any instrument releasing the lien of this indenture shall be delivered by the Trustee.

Mortgaged Property may be sold by Railway Company, when.

ARTICLE FIFTEENTH. — The words “Trustee,” “said Trustee,” and “party of the second part,” as used in this instrument, shall be construed to mean the Trustee or Trustees for the time being of this deed of trust, and whenever a

“Trustee” and other Terms, construed.

Surviving, continuing or Successor Trustee.

vacancy shall exist, or any change of Trustees shall be made, to mean the surviving or continuing, or successor Trustee. And any surviving, continuing, or successor Trustee herein shall be possessed of, and be fully competent to exercise, all the powers and duties granted and conferred by these presents to the said Trustee named in this instrument as the party of the second part.

Ten or more Copies of this Mortgage executed.

ARTICLE SIXTEENTH. — **And Inasmuch** as it is intended that this instrument shall be recorded in the proper offices in each of the several counties of the said States wherein the railway property and premises conveyed hereby, or intended so to be, or some part thereof is situated, as nearly at the same time as possible, this indenture further witnesseth that, although ten or more copies or counterparts thereof are simultaneously executed by the said Railway Company, the said party of the first part, by its President, under its corporate seal, attested by its Secretary, in pursuance of the aforesaid resolutions of the said Company, and delivered to the said Trustee, and the said Trustee, in evidence of its acceptance of the trusts thereby created, has likewise duly executed said ten or more copies or counterparts; all of said copies or counterparts so executed and delivered, each as an original, shall constitute but one and the same instrument.

In Testimony Whereof, the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, the said party of the first part, has caused its corporate name to be hereunto signed by its President, and its corporate seal, attested by its Secretary, to be hereunto affixed; and the Trustee, the said party of the second part, has signified its acceptance of the Trusteeship herein created by likewise causing its corporate name to be hereunto signed by its President and its corporate seal, attested by its Secretary, to be hereunto affixed, the day and year first above written.



MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

By JAY GOULD, *President*.

Attest:

H. B. HENSON, *Secretary*.



THE MERCANTILE TRUST COMPANY.

By LOUIS FITZGERALD, *President*.

Attest:

HENRY C. DEMING, *Secretary*.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.:

Be it remembered, that, on this 22d day of January, A. D., 1881, before me, Chas. Edgar Mills, a Commissioner for the States of Missouri, Kansas, and Texas, and a Notary Public, in and for the State and County of New York, residing in said City of New York, personally appeared Jay Gould, the President, and Henry B. Henson, the Secretary of the MISSOURI, KANSAS, AND TEXAS RAILWAY COMPANY, to me respectively personally known to be such, who being by me severally duly sworn, did depose and say, that he, said Jay Gould, resides in New York City, State of New York; that he, said Henry B. Henson, resides in the City of Brooklyn, New York; that he, said Jay Gould, is the President, and he, said Henry B. Henson, is the Secretary of the said Company; that they both know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Jay Gould, as such President, signed the name of said Company, and their own names thereto, by the like order, as President and Secretary of said Company, and they each, respectively, being personally known to me to be the same persons whose names are signed to the foregoing instrument, as parties thereto, acknowledged to me that they signed, sealed, and executed the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said Company, for the purpose and objects therein stated; and on the same day there also personally appeared before me, Louis Fitzgerald, President, and Henry C. Deming, Secretary of THE MERCANTILE TRUST COMPANY, to me respectively personally known to be such, who being by me severally duly sworn, did depose and say, that he, said Louis Fitzgerald, resides in New York City, State of New York; that he, said Louis Fitzgerald, is the President, and he, said Henry C. Deming, is the Secretary of the said THE MERCANTILE TRUST COMPANY; that they both know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Louis Fitzgerald, as such President, signed the name of said Company, and their own names thereto, by the like order, as President and Secretary of said Company, respectively, and they each, respectively, being

MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

INCOME SECOND MORTGAGE,

APRIL 1, 1876.

THIS INDENTURE, made the first day of April, one thousand eight hundred and seventy-six, between the **MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY**, of the first part, and **THE UNION TRUST COMPANY**, of New York, of the second part : ^{Parties.}

Whereas, the party hereto of the first part did, on or about the first day of February, one thousand eight hundred and seventy-one, duly make, execute, and deliver unto [the said] party of the second part a certain trust deed or mortgage, known as a Consolidated Mortgage, whereby the said party of the first part did duly grant, bargain, sell, assign, transfer, and convey unto the said party of the second part all the property, both real and personal and mixed, and all the corporate rights, powers, franchises, and privileges therein fully set forth and described, to have and to hold the same unto the said party of the second part, its successor or successors and assigns, in trust to secure the payment of bonds in the sum of one thousand dollars each, amounting to the aggregate principal sum of fourteen millions of dollars, and numbered from one to fourteen thousand, both inclusive, and for the uses, intents, and purposes in the said indenture of mortgage fully expressed and declared, as by reference thereto, now being in the proper custody of the party of the second part, and also duly recorded, among other places, in the office of the Recorder of the County of Pettis, in the State of Missouri, will more fully and at large appear; ^{Consolidated Mortgage, Feb. 1, 1871.}

And Whereas, after the execution and delivery of the said trust deed or mortgage, the said party of the first part did acquire and become the owner of certain other corporate railroad rights and franchises and property, real and personal, and

Additional Mortgage, June 1, 1872.

did thereupon proceed to make a further issue of two thousand five hundred bonds, in the sum of one thousand dollars each, amounting to the aggregate principal sum of two millions, five hundred thousand dollars, and numbered from fourteen thousand and one to sixteen thousand five hundred, both inclusive, and did thereupon make, execute, and deliver to the party hereto of the second part an additional trust deed or mortgage, bearing date the first day of June, one thousand eight hundred and seventy-two, whereby the said party of the first part did bring in the said certain other corporate railroad rights and franchises and property, real and personal, which the said party of the first part did so acquire, for the purpose and with the intent of securing the payment of the said further issue of bonds, equally and alike, upon the property of the said party of the first part, as by reference to the said trust deed or mortgage, now being in the proper custody of the party hereto of the second part, and duly recorded, will fully and at large appear ;

Additional Mortgage (Ft. Smith Branch) Nov. 1, 1872.

And Whereas, afterwards, and on or about the first day of November, one thousand eight hundred and seventy-two, the said party of the first part, for the purpose of providing for the construction of a branch of its railway from a point on its main line, at or near Fort Gibson, in the Indian Territory, to Fort Smith, in the State of Arkansas, authorized a further issue of two thousand bonds, of one thousand dollars each, numbered from sixteen thousand five hundred and one to eighteen thousand five hundred, both inclusive, and did thereupon execute and deliver to the party hereto of the second part an additional trust deed or mortgage, bearing date the first day of November, one thousand eight hundred and seventy-two, and conveying all its rights, franchises, and privileges in respect to said branch railway, known as the Fort Smith Branch, as by reference to said trust deed or mortgage, now being in the proper custody of the party hereto of the second part, will more fully and at large appear ;

And Whereas, afterwards, and on or about the first day of June, one thousand eight hundred and seventy-three, the said party of the first part did acquire and become the owner of certain other corporate railroad rights and franchises and property, real and personal, and did thereupon proceed to make a further issue of one thousand four hundred bonds, in the sum of one thousand dollars each, amounting to the aggregate principal sum of one million, four hundred thousand dol-

lars, and numbered from sixteen thousand five hundred and one to seventeen thousand nine hundred, both inclusive, and did thereupon make, execute, and deliver, to the party hereto of the second part, an additional trust deed or mortgage, bearing date the first day of June, one thousand eight hundred and seventy-three, whereby the said party of the first part did bring in the said certain other corporate railroad rights and franchises and property, real and personal, which the said party of the first part did so acquire, for the purpose and with the intent of securing the payment of the further issue of bonds upon the property of the said party of the first part, as by reference to the said trust deed or mortgage, now being in the proper custody of the party hereto of the second part, and duly recorded, will fully and at large appear ;

Further Additional
Mortgage, June 1,
1873.

And Whereas, the interest upon the first mortgage bonds of the said party of the first part is now in arrear and unpaid, and its floating debt is unprovided for, and an agreement bearing date the first day of March, 1876, between the holders of bonds of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, known as first mortgage consolidated bonds, and the holders of the mortgage bonds of the Union Pacific Railway Company, Southern Branch, or so many of said holders as shall sign said agreement, of the first part, the holders of bonds of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, known as second mortgage bonds, and all other creditors of said Railway Company, or so many of said bondholders and creditors as shall sign said agreement, parties of the second part, the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, of the third part, and the Union Trust Company, of New York, of the fourth part, has been made, which said agreement is in the words and figures following, to wit: —

Agreement of March
1, 1876, between the
M. K. and T. Ry.,
its Bondholders and
Creditors, the Bond-
holders of the U. P.
Ry. So. Br. and the
Union Trust Com-
pany of New York.

“ This Agreement, made this 1st day of March, 1876, between the holders of the bonds of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, known as first mortgage consolidated bonds, and the holders of the mortgage bonds of the Union Pacific Railway Company, Southern Branch, or so many of said holders as shall sign this agreement, parties of the first part: —

Parties to Agree-
ment of March 1st,
1876.

“ The holders of bonds of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, known as second mortgage bonds, and all other creditors of said Railway Company, or so many of said

bondholders and creditors as shall sign this agreement, parties of the second part:

“The MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, party, of the third part, and

“The Union Trust Company, of New York, party of the fourth part, **Witnesseth :—**

Foreclosure Suits
pending.

“**Whereas**, the party of the third part is unable at present to pay its existing indebtedness, and whereas foreclosure suits have been commenced and are now pending against it to foreclose its first mortgage, and other suits to foreclose its second mortgage, and a receiver has been appointed in said second mortgage foreclosure suits; and whereas an amicable arrangement is desirable, so as to save costs and other expenses:

Now, Therefore, it is Agreed as follows :—

Scaling of Interest.
upon First Mortgage
Consolidated Bonds
and U. P. Ry.,
Southern Branch
Bonds.

“**FIRST. — The Parties of the First Part Agree** that, in lieu of the interest payable upon their said first mortgage consolidated bonds and Union Pacific Railway Company, Southern Branch, bonds, according to the terms thereof, and represented by the coupons thereto attached, becoming due subsequent to the 31st day of December, 1875, they will accept interest on said bonds at the rate of four per cent. per annum, in gold, for the years 1876, 1877, and 1878, and at the rate of five per cent. per annum, in gold, for the years 1879, 1880, and 1881; such interest to be paid semi-annually, on the days named in such coupons, except that the first semi-annual installment thereof, namely, two per cent., shall be paid forthwith, that is to say, as soon as this agreement is perfected.

Income Bonds Re-
ceivable for Unpaid
Interest.

“**SECOND. — Said Parties of the First Part further Agree**, that for the whole amount of interest falling due between January 1, 1874, and December 31, 1875, in arrear and unpaid upon said outstanding first mortgage consolidated bonds and Union Pacific Railway Company, Southern Branch, bonds, and also for the difference between the interest payable upon such bonds by the terms thereof, as the same becomes due for the six years to come, above named, and the said rate of four per cent. per annum for three years, and five per cent. per annum for the succeeding three years, hereby agreed to be accepted, the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY may issue an income bond bearing interest at the rate of six per cent. per annum, payable semi-annually, in lawful money, from the net or surplus earnings of said Railway Com-

pany, which said income bonds first parties agree to accept in payment of said interest on their said mortgage bonds which fell due prior to December 31, 1875, and also for said difference in interest for said six years to come, at the rate of eighty per cent. of their par value (the gold coupons to be reduced to currency at the market price of gold at their respective dates of maturity). Said income bonds to be in the denominations of \$1,000 and \$500, not to exceed the aggregate principal sum of ten millions of dollars, dated April 1, 1876, to mature in thirty-five years, and to be secured by a second mortgage to said Union Trust Company, upon all the property and franchises of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, provided, however, that the second mortgage bonds heretofore issued by said Railway Company be retired, and the mortgage to secure the same canceled. Said income bonds to be deposited with the said Union Trust Company, and to be issued by it, as hereinafter provided, to the floating debt creditors entitled to the same, upon production of and delivery to it of the vouchers for their claims, attested by the resolution of the Executive Committee of the Board of Directors of said Railway Company duly certified under its seal; and to the holders of coupons of said first mortgage bonds, or of preferred stock, in exchange for the same. To those holding claims or coupons aggregating less than \$500, the Trust Company to issue fractional scrip certificates, secured under said mortgage, bearing no interest, but convertible at par into said income bonds in sums of \$500.

Income Bonds to be secured by Second Mortgage.

Income Bonds for Floating Debt Creditors.

For Holders of Preferred Stock.

Scrip Certificates for Sums less than \$500.

“THIRD. — If the Net or Surplus Earnings of said Railway Company shall, at any time, be more than sufficient to pay the interest on said first mortgage bonds at the reduced rate for the next ensuing six years as aforesaid, and in addition thereto, the aforesaid rate of interest upon said second mortgage income bonds, the excess of such net or surplus earnings shall be applied towards increasing the payment of interest on the first mortgage bonds, up to the full amount of interest payable thereon by the terms of such bonds; and in case the earnings of said Railway Company in each six months shall be insufficient to pay the interest on said income bonds, then, for any such deficit, a scrip certificate shall be issued by said Railway Company, which shall be redeemed with six per cent. interest thereon before any dividend can be declared upon the stock of said Company.

Net Surplus of Earnings how applied.

Scrip Certificates for Interest on Income Bonds, until, etc.

Net Surplus not applied to Interest on Income Bonds, until, etc.

“ It being however, the Intention of this Agreement that the permanent value of the property covered by said first mortgage shall not be lessened by anything herein contained, it is further agreed, that after paying the interest on said first mortgage bonds at the reduced rate for the next ensuing six years as aforesaid, the surplus in any year shall not be applied to payment of interest on the income bonds until the Trust Company have filed with the Advisory Board (to be constituted as hereinafter provided), a certificate that said Company has caused an examination of the property to be made by an expert appointed by it for the purpose, and that the result of such examination shows that the value and efficiency of the property have been maintained, and that such payment can be made without detriment to the intrinsic value of the security covered by said first mortgage.

Fort Smith Bonds \$1,182,000, held to be Valid First Mortgage Consolidated Bonds.

“ FOURTH.—The Bonds Heretofore Issued by the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, amounting to the aggregate principal sum of eleven hundred and eighty-two thousand dollars, known as the Fort Smith Bonds, shall be recognized and assumed by the said Railway Company as valid first mortgage consolidated bonds.

Boonville Bridge First Mortgage Bonds held Valid.

“ FIFTH. — The Boonville Bridge First Mortgage Bonds shall be recognized and assumed by the said Railway Company as valid bonds, and any mechanics' or other liens claimed to have existed against the Boonville Bridge in favor of the American Bridge Company or others, and claimed to have been in any way assigned or transferred to the said Railway Company, shall be subject to the liens of said Boonville Bridge first mortgage bonds.

Second Mortgage Bondholders.

“ SIXTH. — As to the Parties of the Second Part:

Interest on their respective claims, at the rate of seven per cent. per annum from maturity of said claims to August 1, 1875, to be allowed, and for the amount of principal and interest so ascertained, any first mortgage bonds held by them as collateral security may be retained by said second parties (exclusive of coupons maturing prior to February 1, 1876, which shall be returned to the Company), and credited upon said indebtedness at the rate of sixty-five per cent. of the par value thereof, flat, and any Boonville Bridge Company Bonds held by them as collateral may be retained and held (exclusive of coupons maturing prior to May 1, 1876, which shall be

returned to the Company), and credited at the rate of ninety per cent. of the par value thereof, flat; for the balance of said indebtedness, after crediting such collaterals, or where no first mortgage bonds or Boonville Bridge Company Bonds are held and credited as aforesaid, interest shall be allowed upon claims to April 1, 1876, and for the amount so ascertained, said parties of the second part agree to receive, and there shall be issued to them, at 80 per cent. of their par value, the new Second Mortgage Income Bonds of said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY hereinbefore described.

“Second mortgage bonds heretofore issued, and all Tebo and Neosho R. R. Bonds, numbered from two thousand and one and upwards, shall be surrendered, and the mortgages securing the same canceled.

Cancellation of Second Mortgage, M. K. & T. Ry. Co. and Mortgage of Tebo & Neosho R. R. Co.

“SEVENTH. — **The Agreement bearing Date April 27, 1874,** between the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY and certain creditors holding “Floating Debts or Liabilities,” certain mortgage bondholders, and certain stockholders, of the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY is hereby rescinded and canceled.

Agreement of April 27, 1874, between the M. K. & T. Ry., certain Creditors, Bondholders — Canceled.

“The Trustees, Messrs. Belmont, Morgan, and Meyer, to surrender to said Union Trust Company all moneys and coupons in their hands.

Trustees, Belmont, Morgan and Meyer.

“**All Persons holding Preferred Stock** of said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY issued under said agreement of April 27, 1874, in exchange for coupons, to deliver the same to the Union Trust Company, and to receive said new second mortgage income bonds, or at their option, the coupons originally surrendered therefor. It is further agreed, that on all preferred shares on which the dividend of four per cent. declared in November, 1874, has not been paid, and on all coupons deposited for exchange into such shares, for which no stock was issued, and on all coupons of bonds the holders of which did not assent to said agreement of April 27, 1874, an amount equivalent to said dividend shall now forthwith be paid out of any moneys transferred to said Trust Company by said Messrs. Belmont and others, Trustees, and in default of sufficient money being so transferred, such equivalent amount shall be paid out of any other moneys coming to said Trust Company applicable to the payment of interest on consolidated bonds, before any other payment is made. This provision being in

Preferred Stockholders under Agreement of April 27, 1874, to receive Income Bonds for their Stock.

order that equality in the payments on all consolidated bonds or coupons, or preferred stock representing the same, may be attained and preserved.

Foreclosure Suits
under Second Mort-
gage to be dismissed.

“EIGHTH. — **The Suits to foreclose said Second Mortgage** to be discontinued, and the bills of complaint therein to be dismissed without costs against the complainants. Provision to be made in an order to be entered in such suits, for the payment of all proper costs, allowances, and commissions, to any of the parties to such suits, and to their solicitors and counsel. The Receivership to be vacated, the Receiver to pass his accounts and to be discharged.

Possession to be
given to Union
Trust Company.

“NINTH. — **The said Union Trust Company** as mortgagee in trust under the consolidated first mortgage hereinbefore referred to to enter into and take possession of all and singular the property and franchises in said consolidated first mortgage and in the mortgages additional thereto described; for which purpose the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY hereby gives and grants to said Union Trust Company full power and authority to enter in and upon the said property, and take possession thereof, and to manage and use the same as hereinafter provided; the said Trust Company to be held liable to account only for good faith, and the exercise of its best judgment in the selection and employment of agents, the management, care, and disposition of the said moneys and property, and the proper payment and application of the same. Upon taking possession of the said property, the said Trust Company is to manage and dispose of the same, pursuant to the terms of, and in order to carry out this agreement, so far as the same may be.

Liability of Trust
Company.

Advisory Board.

“TENTH. — **An Advisory Board** to consist of *seven* members, is to be constituted as follows: —

“**Three, to be Named** by the joint action of the Amsterdam and New York Committees of first mortgage bondholders. The successors of these three to be elected by the first mortgage bondholders themselves.

“**Two, to be Trustees** of said Union Trust Company, and to be named by it.

“**One, to be Chosen** by a majority in interest of said second mortgage bondholders and floating debt creditors, the parties hereto of the second part.

“One, by the Board of Directors of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

“All vacancies to be filled by the parties who have elected the person whose seat is vacated, except as modified above as to first mortgage bondholders. Vacancies in Advisory Board.

“Such Board shall hold stated meetings, and its functions shall be to advise and assist the said Trust Company in the management and execution of its trust. Functions of Advisory Board.

“The Trust Company shall keep said Board, in all respects, fully advised in all the matters and affairs of said Railway Company. Duty of Trust Company.

“The Trust Company hereby agrees to conform its action upon any matter connected with its trust in respect to said Railway, or the creditors thereof, to the request of said Advisory Board, expressed by an affirmative vote of five members of said Board, provided the said Trust Company is not advised by its counsel that such action would be illegal, or would subject the Trust Company to personal responsibility therefor. Trust Company to act under Advisory Board.

“The Trust Company shall not exercise the powers of sale conferred in said consolidated mortgage, so long as it is in possession of said property, under this agreement, unless upon application to a court of competent jurisdiction, after due notice to all parties in interest, it shall be ordered and adjudged by such court that said Trust Company may exercise such power of sale. Trust Company not to exercise Power of Sale.

“The Receiver now in possession shall, upon being discharged by the court, turn over to the said Trust Company all property and moneys in his hands. Receiver to be discharged.

“ELEVENTH. — Whenever the Net Proceeds of the business of the road shall be sufficient, pursuant to the foregoing provisions, to pay the first mortgage coupons in full, and whenever two such payments in full shall have been made in succession, it shall be the duty of the said Trust Company to settle its accounts with the Railway Company, and to deliver to the Railway Company, all and singular, the money and property so held by it in trust; and the receipt and discharge of said Railway Company shall be a full bar and release against any and all claims of any parties to this agreement, or any person claiming by, through, or under them, or any of them. Trust Company to surrender Possession, when.

“The Trust Company in no Event to be Liable for the errors, negligence or defalcations of any agents selected or appointed Liability of Trustee for Acts of Agents.

by it, provided only that the said agents be appointed with reasonable care and discretion.

Powers of Trust
Company in Posses-
sion.

"It is also Understood that the said Trust Company may and shall have the power to appoint and remove a general agent to take the general care and management of said Railway, and to perform substantially, under the direction of said Trust Company, the same duties now performed by the Receiver in possession; and the propriety of appointing to such position the present Receiver, William Bond, is conceded and admitted by the parties hereto.

How in Case of Dis-
sent by any Bond-
holder or Creditor.

"TWELFTH. — It is further Agreed that in case any bondholder or other creditor or person shall not assent to this agreement, whereby it shall become impracticable to carry out the same, that in such case all the rights and privileges of any of the parties hereto, shall be reinstated and restored, the same as if this agreement had never been made, to the end that the parties hereto may have and retain equal rights and privileges with creditors of the same grade not assenting.

Holders of Negotia-
ble Securities.

"THIRTEENTH. — Holders of Negotiable Securities of said Railway Company, assenting to this agreement, agree to produce the same to said Union Trust Company, or its duly authorized agent, and to have the same stamped as assenting to this agreement.

Coupons or Pre-
ferred Stock
stamped on
Exchange.

"Coupons or preferred stock, delivered and exchanged under this agreement, are to be stamped and retained by said Trust Company, and to be considered as valid and effectual as other non-assenting coupons, till this agreement shall be finally carried out and completed.

Corporate Organiza-
tion of M., K. & T.
Ry. Co. to be main-
tained.

"FOURTEENTH. — The Party of the Third Part is to maintain its corporate organization at an expense not exceeding one thousand dollars per month; which sum said party of the fourth part is hereby authorized to pay out of the revenues of said MISSOURI, KANSAS AND TEXAS RAILWAY, to the executive officer thereof.

Sinking Fund.

"FIFTEENTH. — The Provisions of said First Mortgage as to a sinking fund, are to be suspended during the continuance of this agreement.

Counterparts of this
Agreement.

"SIXTEENTH. — As the Parties to this Agreement are Numerous and scattered, it is made in many parts; but any one of said parts may be separately signed, and all such parts

shall be deemed and taken to be one and the same agreement, in the same manner as if each of said parts had been fully executed by each and all of the parties or persons executing any of the same.

“**In Witness Whereof**, the parties of the third and fourth part have caused these presents to be signed by their respective Presidents, and their several corporate seals to be hereunto affixed; and the parties of the first and second parts have also affixed their hands, the day and year first above written.”

And Whereas, for the purpose of carrying said agreement into effect, the said party of the first part has resolved to issue a series of bonds, amounting in the aggregate to ten millions of dollars, consisting of six thousand bonds of five hundred dollars each, and numbered consecutively from one to six thousand inclusive, and seven thousand bonds for one thousand dollars each, numbered consecutively from six thousand and one to thirteen thousand, inclusive; and to secure the said bonds by a trust deed or mortgage, to the said party hereto of the second part, of the various lines of railroad now owned and operated by the said party of the first part, with all the lands and property, real and personal, thereto belonging or in any wise appertaining, as hereinafter fully described; and that each of the said bonds shall be in the words and figures following, subject only to necessary variation, as to the distinguishing numbers and amount thereof: --

Bonds for
\$10,000,000 to carry
out Foregoing
Agreement.

UNITED STATES OF AMERICA,

STATES OF KANSAS AND MISSOURI.

Form of Bond.

MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY.

Six per Cent. Income and Mortgage Bond.

Know all Men by these Presents, that the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY is indebted to the Union Trust Company of New York, or bearer, in the sum of one thousand dollars in lawful money of the United States of America, which the said Railway Company promises to pay to the bearer hereof, on the first day of April, in the year nineteen hundred and eleven, in the City of New York, and from the net or surplus earnings of said Railway Company to pay

Six per cent. — Cur-
rency — Principal
and Interest.

according to the terms of the trust deed or mortgage herein-
after mentioned, interest thereon, semi-annually at the rate of
six per cent. per annum, lawful money, at its office or agency
in the City of New York, on the first days of April and Octo-
ber, in each year, upon the presentation and surrender of the
coupons hereto attached as they severally become due as pro-
vided therein, and in case of default in the payment of any of
the interest coupons attached to this bond in the manner pro-
vided in the said trust deed or mortgage, then, and in that case,
the principal sum of this bond shall become due in the manner
and with the effect provided in the said trust deed or mortgage.

Bonds for \$10,000,-
000.

This bond is one of a series of bonds, amounting in the aggre-
gate to ten millions of dollars, consisting of six thousand bonds
of five hundred dollars each, and numbered consecutively from
one to six thousand, inclusively, and seven thousand bonds for
one thousand dollars each, numbered consecutively from six
thousand and one to thirteen thousand, inclusively; all which
are of like tenor, date and effect (except as to the numbers
and amounts thereof), and are secured by a trust deed or
mortgage, bearing even date herewith and made by the said
Railway Company to the said Union Trust Company of New
York, conveying, in trust, the corporate property, real and
personal, lands, land grants, and the franchises and privi-
leges belonging to or hereafter to be acquired by the said Rail-
way Company.

Property conveyed
by Trust Deed.

Income.

The entire income of said property (after the payment of
the expenses of operating and keeping the said railway and
property in repair, and of the interest on the incumbrances,
prior hereto, which are more fully set forth in said trust deed
or mortgage), is pledged to the payment of these bonds, and
the interest thereon, in the manner set forth in said trust deed
or mortgage.

Certification.

This bond shall not be obligatory until authenticated by a
certificate of the Trustee aforesaid, to the effect that the same
is one of the series of bonds described in said mortgage.

In Witness Whereof, the said MISSOURI, KANSAS AND
TEXAS RAILWAY COMPANY has caused these pre-
sents to be signed by its President and Secretary,
and its corporate seal to be hereto affixed, the
first day of April, A. D., eighteen hundred and
seventy-six.

_____, *President.*

_____, *Secretary*

Which said bonds shall also have indorsed thereon the following notice, viz. : —

This bond shall pass by delivery or by transfer on the books of the Company, in the City of New York, and such other ^{Registration and Transfer.} places in this country and Europe as the Company may hereafter designate. After a registration of ownership, certified hereon by the Secretary of the Company, or its transfer agent, no transfer except on the books of the Company shall be valid, unless the last transfer shall have been to bearer; the bond to be entitled to successive registrations and transfers to bearer, at the option of each holder, and other privileges in that behalf mentioned in said trust deed or mortgage.

Now, Therefore, This Indenture Witnesseth, that the said ^{This Indenture conveys.} party hereto of the first part, for and in consideration of the premises, and of the sum of one dollar to it duly paid by the party hereto of the second part, and in order to secure the payment of the principal and interest of the said bonds according to the tenor thereof, and in the manner herein provided, hath granted, bargained, sold, assigned, transferred and conveyed, and by these presents doth grant, bargain, sell, assign, transfer and convey unto the said party of the second part, its lawful successor or successors, in the trust hereby created, and assigns.

FIRST. — All and Singular the Railroad, as the same is ^{Road from Junction City to Southern Boundary Line of State, 182 Miles.} constructed and operated, extending from Junction City, in Davis County, and State of Kansas, down the Valley of the Neosho River, through the Counties of Davis, Morris, Lyon, Coffee, Woodson, Allen, Neosho, and Labette, to a point in the southern boundary line of said State, between the Neosho River and the western boundary of Labette County, a distance of one hundred and eighty-two miles, more or less.

And also all the right, title, and interest which the party of the first part has, by reason of the construction of said line of ^{Lands granted by Congress and State of Kansas.} said road, to and in any land or lands heretofore granted by any act of Congress to the State of Kansas to aid such construction, the said lands being the same, or so much thereof as remain unsold at the date hereof, which were granted by acts of Congress to the State of Kansas, and by said State to the Union Pacific Railway, Southern Branch, as set forth in the first mortgage executed by the party of the first part to ^{Consolidated First Mortgage, Feb. 1, 1871.} the party of the second part, bearing date February 1, 1871, to which reference is hereby made, and also all the right, title

Proceeds of Lands
Sold.

and interest of the said party of the first part in and to the proceeds of such of said lands as may have been sold, which heretofore belonged to the said Railway Company, or in which the said Company was in any way interested, and which are now unexpended and unapplied; and also all the right, title, and interest of the said party of the first part in and to any proceeds of lands granted to the State of Kansas by act of Congress, entitled "An Act to appropriate the proceeds of the sale of public lands, and to grant pre-emption rights," approved September 4, 1841, and heretofore sold by said State, under and by virtue of an act of the Legislature of the State of Kansas, entitled "An act providing for the sale of public lands to aid in the construction of certain railroads," approved February 23, 1866; and also all the right, title, and interest of the party of the first part in and to such of the lands granted by the act of Congress aforesaid, which were heretofore sold and conveyed by the State of Kansas to the Land Grant Rail-

Land Grant Railway
and Trust Company.

way and Trust Company, and by said Company to the party of the first part, together with all and singular the tenements, hereditaments, rights, privileges, easements, income, advantages and appurtenances to the said lands and premises belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title and interest, property, claim, and demand whatsoever, at law or in equity, of the said party of the first part, of, in and to the same, and any and every part or parcel thereof (the extent and aggregate area of the lands to which the party of the first part became so entitled being estimated at one million two hundred thousand acres of land), situate in the State of Kansas.

1,200,000 Acres of
Land.

Road from Southern
Boundary Line of
Kansas, through
Indian Territory
to Denison, Tex.,
250 Miles.

SECOND.—Also, All and Singular, the said Line of Railroad, constructed and operated from the said southern boundary line of the State of Kansas, southerly through the Indian Territory to the *southern* boundary line of the State of Texas, to a point at or near the town of Denison, in said State, a distance of two hundred and fifty miles, more or less; and also all the right, title, and interest which the party of the first part now has or may hereafter acquire by reason of constructing the extension of the said line of railroad through the Indian Territory, in and to any lands granted by the acts of Congress aforesaid, or which the said party of the first part now has or may hereafter acquire under and by virtue of a treaty or treaties from any

Lands acquired in
Indian Territory.

Indian nation or tribe, or otherwise, howsoever, appertaining to the aforesaid extension, together with all the rights, privileges, tenements, hereditaments, and appurtenances that may belong or appertain thereto; the land granted under said acts of Congress being ten alternate sections of land on each side of said railroad, reserving therefrom any right, purchase, or privilege, or land appertaining thereto, under the act of Congress aforesaid, to extend said road, or construct a branch thereof, through a portion of the Indian Territory to Fort Smith.

Lands granted by Congress.

THIRD. — All and Singular the Railroad, as the same is now constructed, extending from Sedalia, in Pettis County, in the State of Missouri, to the western boundary of said State, a distance of one hundred miles, more or less, being the railroad acquired by the party of the first part, by purchase from the Tebo and Neosho Railroad Company, as mentioned and described in the first trust deed or Consolidated Mortgage, from the party of the first part, to the party of the second part, aforesaid, to which reference is hereby made.

Road from Sedalia to Western Boundary Line of State, 100 Miles.

Consolidated Mortgage referred to.

FOURTH. — All and Singular the Railroad, which the Labette and Sedalia Railway Company were authorized to construct and operate, as mentioned in the first trust deed or Consolidated Mortgage aforesaid, to which reference is hereby made, and which is now constructed from the town of Parsons, in Labette County, in the State of Kansas, on the main line of the railroad of the party of the first part, northeasterly, through Labette, Neosho, Crawford, and Bourbon Counties, to the boundary line between the States of Kansas and Missouri, and to the point in said boundary line, where the same intersects the railroad acquired by the said party of the first part, from the Tebo and Neosho Railroad Company, as aforesaid, a distance of sixty miles, more or less.

Road from Parsons Northeasterly to State Line, 60 Miles.

FIFTH. — And also, all the Following Property, real and personal, now owned, or which may be at any time hereafter acquired by the party of the first part, for the use of any or all the railroads above described, namely, all the lands, tenements, and hereditaments, and rights of way, and all lands appropriated for depots, superstructures, buildings, erections and fixtures; and also all tracks, bridges, viaducts, culverts, fences, and other structures, depots, engine-houses, car-houses, freight-houses, wood-houses and other buildings; and all machine-shops and other shops; and also, all locomotives,

Real and Personal Property.

Franchises, Rights
and Powers.

tenders, cars, and other rolling stock or equipments; and also, all machinery, tools, implements, fuel, supplies, and materials for constructing, operating, repairing, or replacing the said railroads, or any or either of them; and also, all corporate and other franchises, powers, rights, and privileges now held and owned or which may be hereafter acquired by the party of the first part, connected with or relating to the said railroads, or either of them.

Road from Sedalia
to Moberly, 72 Miles.

SIXTH. — All and Singular the Railroads of the party hereto of the first part, now constructed and in operation, extending from Sedalia, in the State of Missouri, northerly to Moberly, in said State, a distance of seventy-two miles, being a part of the railroad of the Tebo and Neosho Railroad Company, conveyed to the said party of the first part, more particularly described in the first additional mortgage, made by the party of the first part, to the party of the second part, dated June 1, 1872, to which reference is hereby made, together with all the rights, powers, privileges, and franchises, belonging or in anywise appertaining to the railroad, hereby conveyed, or intended so to be.

First Additional
Mortgage referred to.

Road from Hannibal
to Moberly, 70 Miles.

SEVENTH. — The Entire Railroad, of and belonging to the said party of the first part, situate, lying, and being and extending from its eastern terminus in the City of Hannibal, in the State of Missouri, westerly through the Counties of Marion, Ralls, and Monroe, to its terminus, in the town of Moberly, in the County of Randolph, as the same has been heretofore and is now constructed, maintained, and operated, being seventy miles in length.

Real and Personal
Property.

And also, All Lands and Real Estate of every kind and nature, and wheresoever the same may be situate, of or belonging to the said party of the first part, and owned, used, occupied, and enjoyed in the construction, [maintenance,] and operation of said railroad, together with all depots, station-houses, freight-houses, car-houses, machine-shops, cattle-yards, all other buildings, erections, tenements, structures, and fixtures, and all machinery, tools, rails, ties, tracks, bridges, viaducts, culverts, fences, or other constructions or superstructures to the said railroad belonging or in anywise appertaining, including all locomotives, tenders, cars, and all other rolling stock and equipments now owned or used in the operation of said railroad, or which may be hereafter acquired therefor.

And also, All the Franchises, rights, powers, and privileges of or belonging to the said party of the first part, pertaining to the railroad hereby conveyed, and all easements or other incorporeal rights, however acquired or conferred, and all other property, real, personal, or mixed, owned, used, occupied, or enjoyed, or which may hereafter be acquired, owned, and used by the said party of the first part, in or about the construction maintenance and operation of said railroad.

EIGHTH. — All and Singular the Railroad, constructed from the town of Holden, on the Missouri Pacific Railroad, in the County of Johnson, State of Missouri, thence into and through the municipal township of Camp Branch, and into and through the municipal township of Grand River, and into and through the corporate limits of the City of Harrisonville, in Cass County, and thence to the western boundary line of the State of Missouri, in the direction of the town of Paola, in the State of Kansas, a distance of about thirty-eight miles, together with all lands, tenements, and hereditaments acquired or to be acquired, for rights of way for the said portion of railroad hereby conveyed, and all the appurtenances thereto belonging, and also all lands acquired and appropriated, or to be acquired and appropriated, for depots, superstructures, buildings, erections, and fixtures on the said line of railroad, and all tracks, bridges, viaducts, culverts, fences, and all houses and buildings thereon or appertaining thereto, and all other property real or personal, now owned or hereafter to be acquired by the party of the first part, its successors or assigns, for the construction, operation, or management of said line of railroad, including all locomotives, tenders, cars, and other rolling stock and equipments, machinery, tools, materials, and also all the franchises, powers, rights, and privileges belonging or applicable to said portion of railroad between the points above named, and now owned and possessed, or which may hereafter be, by said party of the first part, acquired for the construction, maintenance, and operation of said portion of railroad.

Franchises, Rights
and Powers.

Road from Holden
to Western Bound-
ary Line of State, 38
Miles.

Real and Personal
Property.

Franchises, Rights,
Powers.

NINTH — So much of the Line of Railway heretofore belonging to the Neosho Valley and Holden Railway Company, and heretofore consolidated and made one corporation, with and under the name of the party hereto of the first part, as above recited, as extends from that point, on the eastern boundary line of the State of Kansas, where the railway or road of the said The St. Louis and Santa Fe Railroad

Road from Eastern
Boundary Line of
State to Paola, 15
Miles.

Real and Personal Property.	Company, Missouri Division, crosses said boundary line from Cass County, Missouri, to the town of Paola, in Kansas, a point in the line of said road distant fifteen miles westerly from said boundary line, together with all lands, tenements, and hereditaments acquired or to be acquired for rights of way for the said portion of railroad hereby conveyed, and all appurtenances thereto belonging, and also all lands acquired and appropriated, or to be acquired or appropriated, for depots, superstructures, buildings, erections and fixtures on the said line of railroad, and all tracks, bridges, viaducts, culverts, fences, and all houses and buildings thereon or appertaining thereto, and all other property, real or personal, now owned or hereafter to be acquired by the party of the first part, its successors or assigns, for the construction, operation or management of said line of railroad, including all locomotives, tenders, cars, and other rolling stock and equipments, machinery, tools, materials, and also all the franchises, powers, rights and privileges belonging or applicable to said portion of railroad between the points above named, now owned or possessed, or which may hereafter be by said party of the first part acquired for the construction, maintenance or operation of said portion of railroad, and which said railroad is now constructed, equipped, and in running order.
Franchises, Rights and Powers.	
To have and to hold. Total, 785 Miles of Road.	To Have and to Hold, all and singular, the above mentioned and described premises, rights, franchises, railroads (said railroads taken together being seven hundred and eighty-five miles, more or less, in length, constructed and in operation), and real and personal property, unto the said party of the second part, its successor or successors or assigns, in trust, and for the uses, intents, and purposes hereinafter expressed and declared, of and concerning the same, that is to say: —
Trustee's Certificate.	ARTICLE FIRST. — No One of the said Bonds shall be deemed issued, or be valid or secured by this mortgage, until there shall have been indorsed upon it a certificate duly signed by the party of the second part, its successor or successors in this trust, to the effect following, viz.: The Union Trust Company of New York, hereby certifies that the within bond is one of the series of bonds described in the trust deed or mortgage within mentioned.
Prior Deeds of Trust enumerated.	ARTICLE SECOND. — The several Lines of Railroad, and all the lands and other property, whether real, personal, or mixed,

hereinbefore described and assigned, transferred and conveyed, by this trust deed or mortgage, or so assigned, transferred and conveyed, subject to the prior lien, operation, and effect of the several trust deeds or mortgages heretofore made and executed by the said party of the first part hereto to the said party of the second part hereto; one of which said trust deeds or mortgages bears date the first day of February, one thousand eight hundred and seventy-one; and was given to secure bonds amounting in the aggregate to the principal sum of fourteen millions of dollars; one other additional trust deed or mortgage, which bears date the first day of June, one thousand eight hundred and seventy-two, and was given to secure bonds amounting in the aggregate to the principal sum of two millions, five hundred thousand dollars, one further additional mortgage bearing date the first day of November, one thousand eight hundred and seventy-two; the bonds issued thereunder being those known as Fort Smith bonds, and amounting to one million, one hundred and eighty-two thousand dollars; and one further additional mortgage, which bears date the first day of June, one thousand eight hundred and seventy-three, and was given to secure bonds amounting in the aggregate to the principal sum of one million, four hundred thousand dollars, and which said several trust deeds or mortgages together constitute prior liens on the several lines of railroad, and all the lands and other property, real and personal, therein described, being the same which are described in this trust deed or mortgage, and which said prior liens amount in the aggregate to nineteen millions and eighty-two thousand dollars.

Mortgage of Feb. 1,
1871, to secure Bonds
for \$14,000,000.

Mortgage of June 1,
1872, to secure Bonds
for \$2,500,000.

Mortgage of Nov. 1,
1872, to secure Bonds
for \$1,182,000.

Mortgage of June 1,
1873, to secure Bonds
for \$1,400,000.

Total Prior Liens,
\$19,082,000.

ARTICLE THIRD. — When by the Terms of the Agreement hereinbefore recited, the property of the party of the first part hereto shall have been transferred and delivered to it as therein provided, the party of the first part shall thereafter pay from its net or surplus earnings remaining after the payment of the expenses of operating and keeping in repair its railway and property herein described, and of the interest on the several incumbrances prior hereto and hereinbefore mentioned and described, interest upon said bonds semi-annually at the rate of six per cent. per annum, in lawful money, at its office or agency in the City of New York, on the first day of April and of October in each year; and in case at any time the said net or surplus earnings so remaining as aforesaid shall not be

Interest paid from
Net or Surplus
Earnings.

Scrip Certificates to
take up Coupons.

sufficient to pay the interest on said bonds as the same becomes due and payable, the said party of the first part shall issue to the holder of the coupons or interest warrants of said bonds, a scrip certificate payable only from the net or surplus earnings of said party of the first part, and which, with interest thereon at the rate of six per cent. per annum, shall be redeemed and paid by said party of the first part before it shall declare or pay any dividend upon its capital stock.

Register of Bonds
under Second Mort-
gage to be kept at
Office.

ARTICLE FOURTH. — **The Party of the First Part** doth hereby further covenant and agree to and with the party of the second part, and its successor or successors in this trust, that the party of the first part shall at all times hereafter keep at its office in the City of New York, and such other places in this country or in Europe, as it may hereafter appoint, a book or books, which shall be respectively designated as the "Register of Bonds, issued under the Second Mortgage," and that any holder of any of the bonds issued under the provisions of this indenture, may there register his bonds upon presenting the same, and that when a bond is so registered in the name of any such person, such person shall be deemed and regarded as the owner of such bond, and that all payments of either principal or interest thereon shall thereafter be made to him or his order only, and that such payments to him or to his order shall be valid payments of such principal or interest, and a discharge to the party of the first part to the extent of the sums so paid; and also that such registry may be changed upon presentation of the bond

Change of Registry.

with the written order of the person in whose name it is registered, properly authenticated, to the name of such person as may, by said written order, be designated for the purpose, and he shall thereafter be deemed and regarded as the owner of the bond and its interest coupons, under the same circumstances and conditions, and with the same rights as the prior owner, including the right to change the registration in manner aforesaid, and so, from time to time, as the owner for the time being may desire, and that the registered holder may also have the right to register the bond as payable to bearer, in which case the bond and interest coupons shall be payable to the holder presenting the same. And any holder of a bond so registered as payable to bearer, may cause it to be registered in his name with the same effect as the first registration, and successive registrations may in the same manner

Bonds Registered to
Bearer.

be made from time to time as may be desired; and also, that the holder of any of said bonds may, at his option, surrender the coupons attached thereto, to be cancelled, in which case interest thereon will thereafter be payable to him or his order only.

ARTICLE FIFTH. — **All the Provisions contained in “Article Ninth,”** of the trust deed or mortgage heretofore made and executed by the party of the first part to the party of the second part hereto, and bearing date the first day of February, one thousand eight hundred and seventy-one, except as modified herein, shall be applicable to the valuation, sale and conveyance of any of the lands therein referred to, so far as the same may become subject to the lien, terms, and provisions of this trust deed or mortgage.

Art. 9 of Mortgage of Feb. 1. 1871 to govern Sales of Land.

Provided, however, that as to any of such lands which may have heretofore been sold, or contracted to be sold, or which may hereafter be sold, or contracted to be sold under the provisions of said Article Ninth aforesaid, the said party hereto of the second part shall, whenever the purchaser, vendee, or grantee, of any lot, part, section, or parcel of said land so sold or contracted to be sold, may or shall become entitled to a deed, release, or conveyance of said lands, join with the said party of the first part in duly executing a deed or contract, sufficient in law to convey to the purchasers, his heirs or assigns, all the right, title, interest, property, possession, claim, demand, and estate of both the parties to this indenture in and to the lot, parcel, or section of land so sold, free from the lien, operation, and effect of this trust deed or mortgage, and of all the other trust deeds or mortgages heretofore made and executed by and between the parties hereto.

Sales of Lands heretofore.

ARTICLE SIXTH. — **The said Party of the First Part** hereby further agrees that it will pay, or cause to be paid, the said bonds to be issued and secured by this mortgage as aforesaid, and that it will pay the interest thereon semi-annually, in lawful money, from its net or surplus earnings remaining after the payment of the expenses of operating and keeping in repair its railway and property herein described, and of the interest on the several incumbrances prior thereto and hereinbefore described, provided said net or surplus earnings shall be sufficient therefor, and that in case its said earnings in any six months shall be insufficient therefor, then, for any such deficit, said party of the first part agrees to issue a scrip

Interest paid from Net or Surplus Earnings.

Scrip Certificates to certificate, redeemable with six per cent. interest, before any take up Coupons. dividend shall be declared upon the stock of said company.

Taxes, Levies and Assessments.

Said Party of the First Part further agrees to pay all taxes, levies, and assessments imposed and assessed, and which may hereafter be imposed or assessed, upon the premises, franchises, and property hereby conveyed or intended so to be, and also the United States Government tax upon the interest payable on said bonds and each of them, and that it will, at its own expense, do or cause to be done, all things necessary to preserve and keep valid and intact the lien and incumbrance hereby created.

Neglect or Refusal to comply with Forms hereof.

ARTICLE SEVENTH. — In Case said Party of the First Part shall neglect or refuse to comply with the terms of this instrument in regard to the payment of any interest upon either of said bonds, when the same shall become due and payable, in the manner herein provided, and such neglect or refusal shall continue for one year after the same has been demanded, the whole principal sum mentioned in each and all of said bonds then outstanding shall, at the option of the holders of a majority in interest of said bonds, forthwith become due and payable; and in such case it shall be lawful for the said party of the second part, its successor or successors, to enter upon all and singular the railroads, property, and premises hereby conveyed or intended to be conveyed, and to have, hold, use, and operate the same, until the same shall have been sold, or otherwise disposed of, in pursuance of the power hereinafter mentioned, or by virtue of the decree of some court of competent jurisdiction, and until such time, and from time to time,

Trustee to hold, use and operate Property.

Repairs and Replacements.

to make all needful repairs and replacements, and such useful alterations, additions, and improvements to said railroad as may be necessary for the proper working of the same, and to receive the tolls, freight, income, rents, issues, and profits thereof; and after deducting the expenses of operating and managing the said railroad and other property, and of the said repairs, replacements, additions, and improvements, as well as just compensation for its own services, and for the services of such managers, servants, agents, attorneys and counsel as may have been by it employed, to apply the moneys accruing as aforesaid to the payment of the said bonds *pro rata*, and without discrimination or preference, and thereafter to pay over any surplus to the said party of the first part, its successors or assigns, or as any court of competent jurisdiction shall order,

Compensation for Services.

and to restore the said railroads and other property to the said party of the first part.

Provided Nevertheless, that if the said party of the second part, its successor or successors in this trust, shall think it expedient, after such entry as aforesaid, it shall be lawful for it or them to demise and let the said railroad or railroads and premises, to any person or persons, corporation or corporations, willing to work and operate the same for such term or period, at such rent or proportion of receipts and profits, and generally upon such terms and conditions as the said parties to any such lease shall think fit; and the revenue or income to arise from such demise shall be applied in the same manner as the net revenue or income to arise in the event of the said railroads being worked and operated by the said Trustee or Trustees, is applicable under the provision immediately hereinbefore contained.

Trustee may demise
or let the mortgaged
Premises.

ARTICLE EIGHTH. — In Case a Neglect or Refusal, shall occur and be continued as aforesaid, the party of the second part, its successor or successors in this trust, may also, and, upon the written request of the holders of said bonds then outstanding, amounting to two millions dollars, shall foreclose this mortgage by legal proceedings, or sell, or cause to be sold, the said railroads, franchises, and property, real and personal, hereby conveyed or intended so to be, and all benefit and equity of redemption of the party of the first part in and to the same, and every part thereof, with the benefit of the franchises aforesaid, which said last mentioned sale shall be at public auction, at the City of New York, or at either of the capitals of said States of Kansas and Missouri, on previous notice of the time and place of such sale, by advertisement, published not less than three times a week, for ten weeks, in at least two newspapers of general circulation, published in the City of New York, and two in each of the said States of Kansas and Missouri, and in such other places as may be required by law; and in such case said party of the second part, its successor or successors in this trust, shall make and deliver to the purchasers of the said premises good and sufficient deeds of conveyance for the same in fee simple, and said sale and conveyance shall be a perpetual bar, both in law and equity against the party of the first part, its successors and assigns, and all other persons claiming by, through or under them, of all right, title, interest or claim, in or to said railroads, premises and property,

Foreclosure of this
Mortgage.

Notice of Sale.

Trustee may purchase at Sale.

and every part and parcel thereof. And in case of such sale, the party of the second part, its successor or successors, may bid for and purchase said property, real or personal, or any part thereof in behalf of the holders of said bonds.

Expenses of this Trust.

In Case of such Sale, the said party of the second part shall deduct from the proceeds of such sale its just allowances for the expenses thereof, including attorney's and counsel fees, and all expenses which may have been incurred in operating, managing, or maintaining the said railroads, or in managing the business thereof, as well as just compensation for its own services, and thereafter shall apply so much of the said proceeds as may be necessary to the payment of the principal and interest of the said bonds then remaining unpaid, *pro rata*, without discrimination or preference, and any surplus remaining after such payment, shall be paid over to the said party of the first part, or as any court of competent jurisdiction shall order.

Surplus paid to Mortgagor.

Application of Purchase Money.

No Duty of Purchaser.

And it is hereby Declared, that the receipt or receipts of the party of the second part, its successor or successors, shall be a sufficient discharge to the purchaser or purchasers of the premises hereby mortgaged, or any part thereof, and so sold as aforesaid, for his or their purchase money; and that such purchaser or purchasers having such receipt, shall not, after the payment thereof, be bound to see to the application of said moneys, or be in any manner answerable for the loss or misapplication thereof.

Attorneys and Counsel for Trustee.

ARTICLE NINTH. — The said Party of the Second Part, and its successors in this trust, may employ at the expense of said party of the first part, such attorneys, counsel or other agents as may be necessary in the execution of the trusts hereby created, and shall be entitled to just compensation for all services rendered in the execution of this trust, and to be reimbursed for all necessary expenditures in and about the same.

Resignation, etc., of Trustee.

ARTICLE TENTH. — And it is further Mutually Agreed that, in case of the resignation, removal, or inability for any other reason, of the said Union Trust Company, to act in execution of the trust hereby created, then the holders of a majority in interest of said bonds, may select and designate in writing, one or more competent persons, or another corporation, competent to act in place of said Union Trust Company, to execute

said trust. And until the bondholders make such selection, the president of the party of the first part, with the consent in writing of the owners or holders of said bonds, to the amount of two hundred thousand dollars, may select and appoint one or more persons or another corporation, competent to act, to fill the vacancy, and the person, persons or corporation so selected, shall have and possess, and be vested with the same rights and powers as Trustee or Trustees, as he, they, or it would have had and possessed, or been invested with, had he, they, or it been originally made a party or parties to this indenture; and the said party of the first part, hereby covenants to make, execute, and deliver, all such other or further instruments, deeds, or indentures, as may be necessary to enable the person or persons, or corporation so appointed, to execute the trust hereby created; and successors of any such new Trustee or Trustees, may be appointed in like manner, as often as a vacancy in said trust, for either of the causes above mentioned, shall occur.

*President of Railway Company may appoint Successor *ad interim*.*

Deeds to Successors in this Trust.

ARTICLE ELEVENTH. — **The Party of the First Part shall,** from time to time, at all times hereafter, and as often as thereunto requested by the party of the second part, its successor or successors, execute, acknowledge and deliver all such further deeds, conveyances, and assurances in the law, for the better assuring unto the party of the second part, its successor or successors in the trust hereby created, upon the trusts herein expressed, the lands, railroads, equipments, and appurtenances hereinbefore conveyed, or intended so to be, and all other property and things whatsoever which may be hereafter acquired for use in connection with the same, or any part thereof, and all franchises now held, including the franchise to be a corporation, as by the party of the second part, its successor or successors, or by its or their counsel learned in the law shall be reasonably advised, devised, or required.

Covenant for further Assurance.

Provided always, and this grant and conveyance is upon the express condition; that, until some default shall be made in the performance or observance of the conditions, obligations, or requirements herein contained, the said party of the first part, after it has resumed possession thereof, pursuant to the terms of the hereinbefore recited agreement, shall be permitted to possess, manage, operate, and enjoy all the said railroads, with their equipments and appurtenances, and all other the lands, and premises, property and franchises hereinbefore described;

Until Default made, Possession belongs to Railway Company.

Defeasance.

and that upon the payment in full of said bonds, and the interest due thereon, then the estate, title, and interest hereby granted shall cease, determine, and be void, and the said party of the second part, its successor or successors in this trust, shall convey, assign, transfer, and deliver over to said party of the first part, and its successors, all the said railroads, their equipments and appurtenances, and all moneys, notes, bills, bonds, mortgages, choses in action, and property, real, personal and mixed, and things of value remaining in its possession, and shall duly execute and deliver to the said party of the first part a proper release or satisfaction of this mortgage.

Release of this Mortgage.

In Witness Whereof, the said party of the first part has caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Secretary ; and the said party of the second part to evidence its acceptance of the trust hereby created, has also caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Secretary, the day and year first above written.

Witnesses:

W. B. HENSON,
G. D. L'HUILIER.



H. B. HENSON, *Secretary*,

E. RIGGS, *President*.

UNION TRUST COMPANY OF NEW YORK.



By EDW'D. KING, *President*.
JAS. H. OGILVIE, *Secretary*.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

Notarial Certificate
of Acknowledgment.

I, Harold A. Bagley, a Commissioner, resident in the City of New York, duly sworn and duly commissioned and qualified by the executive authority, and under the laws of the respective States of Missouri, Kansas, and Texas, to administer oaths and affirmations and to take depositions, affidavits and the acknowledgment and proof of deeds and other instruments to be used or recorded in the said respective States of Missouri, Kansas, and Texas, do hereby certify, that on the twenty-sixth day of May, in the year one thousand eight hundred and seventy-six, before me personally appeared Elisha Riggs, the President of the MISSOURI KANSAS AND TEXAS RAILWAY

COMPANY, and Henry B. Henson, the Secretary of the same Company, to me respectively personally known to be such, who being by me severally duly sworn, did depose and say, that he, said Elisha Riggs, resided in said City of New York; that he, said Henry B. Henson, resided in Brooklyn, in said State of New York; that he, said Elisha Riggs, was the President, and he, said Henry B. Henson, was the Secretary of the said Company; that they know the corporate seal of said Company, that the seal affixed to the foregoing instrument, bearing date on the first day of April, 1876, is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Elisha Riggs and Henry B. Henson, signed their names thereto, by the like order, as President and Secretary of the said Company, respectively, and the said Elisha Riggs and Henry B. Henson, who are personally known to me to be the same persons whose names are subscribed to said instrument, severally acknowledged the same to be their own act and deed, and the act and deed of said company for the consideration, uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and fixed my official seal as Commissioner for the said respective States of Missouri, Kansas, and Texas, the day and year aforesaid.

HAROLD A. BAGLEY,

*Commissioner for the States of Missouri,
Kansas, and Texas, in New York.*



STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

I, Harold A. Bagley, a Commissioner resident in the City of New York, duly sworn and duly commissioned and qualified by the executive authority, and under the laws of the respective States of Missouri, Kansas, and Texas, to administer oaths and affirmation, and to take depositions, affidavits, and the acknowledgment and proof of deeds and other instruments to be used and recorded in the said respective States of Missouri, Kansas, and Texas, do hereby certify that on the thirty-first day of May, in the year one thousand eight hundred and seventy-six, before me personally appeared Edward King, the President of the Union Trust Company of New York, and James H. Ogilvie, the Secretary of the same company, to me respectively personally known to be such, who,

Notarial Certificate
of Acknowledgment.

being by me severally duly sworn, did depose and say, that he, said Edward King, resided in the City of New York; that he, said James H. Ogilvie, resided in Montclair, in the State of New Jersey; that he, said Edward King, was the President, and he, said James H. Ogilvie, was the Secretary of the said Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument, bearing date on the first day of April, 1876, is such corporate seal; that it was so affixed thereto by order of the Board of Trustees of said Company, and that they, the said Edward King and James H. Ogilvie, signed their names thereto, by the like order, as President and Secretary of the said Company, respectively, and the said Edward King and James H. Ogilvie, who are personally known to me to be the same persons whose names are subscribed to said instrument, severally acknowledged the same to be their own act and deed, and the act and deed of said Company for the consideration, uses, and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand
and affixed my official seal as Commissioner for
the said respective States of Missouri, Kansas,
Texas, the day and year aforesaid.



HAROLD A. BAGLEY,
*Commissioner for the States of Missouri,
Kansas, and Texas, in New York.*

[The foregoing instrument is recorded in the office of the Recorder of Deeds for Pettis County, Missouri, in "Trust Deed and Mortgage Record, No. 12," on page 153 and following. The foregoing is an accurate copy of the instrument as there recorded.]

APPENDIX.

BOONVILLE RAILROAD BRIDGE COMPANY.

FIRST MORTGAGE,

MAY 1, 1873.

THIS INDENTURE, made this first day of May, one thousand eight hundred and seventy-three, by and between the **BOONVILLE RAILROAD BRIDGE COMPANY**, a corporation created and organized under and by virtue of the laws of the State of Missouri, party of the first part, and the **UNION TRUST COMPANY**, of New York, party of the second part. Parties.

Whereas, the party of the first part was duly created a body politic and corporate, under and by virtue of the laws of the State of Missouri, on or about the nineteenth day of December, one thousand eight hundred and seventy, for the purpose of constructing, maintaining and operating a toll bridge over and across the Missouri River, from a point in or near the City of Boonville, in the County of Cooper, in the State of Missouri, to a point in or near the town of Franklin in the County of Howard, in said State, for public use for the crossing of persons and property by both railroad and ordinary road travel, Boonville Railroad Bridge Company
Incorporated Dec. 19, 1870.

And Whereas, by an act of Congress of the United States, approved May 11, 1872, the party of the first part is authorized to construct and maintain the bridge aforesaid, and to lay on and over the same railway tracks for the more perfect connection of any railroads that are or shall be constructed to said River, at or opposite said points, under certain limitations and conditions as by reference to said act of Congress will fully appear. Act of Congress,
May 11, 1872.

And Whereas, the party of the first part, for the purpose of purchasing and acquiring the lands and materials necessary for the construction of the said bridge, and its approaches and connecting lines, and for constructing the same, has determined to obtain a loan of money by the issue of its bonds in Bonds for \$1,000,000
to be issued.

the sum of one thousand dollars, each with the privilege of issuing the same in sums of five hundred dollars, one hundred dollars, and fifty dollars each, amounting to the aggregate principal sum of one million dollars and numbered from one to one thousand inclusive, and that each of the said bonds shall be in the words and figures following, subject only to the necessary variation as to the distinguishing numbers and amounts thereof.

Form of Bond.

No. ———

\$1,000.

UNITED STATES OF AMERICA,

STATE OF MISSOURI.

THE BOONVILLE RAILROAD BRIDGE COMPANY.

*Equivalent to £206, 8s. 4d; Fr. 5,162.50.*Guaranteed by M.
K. & T. Ry. Co.

*First Mortgage Seven per Cent. Sinking Fund Gold Bond,
Guaranteed by the Missouri, Kansas and Texas Railway
Company.*

Know all Men by these Presents, that the BOONVILLE RAILROAD BRIDGE COMPANY, a corporation created under the laws of the State of Missouri, and vested also with certain franchises conferred by an act of Congress, approved May 11th, 1872, entitled "An act to authorize the construction of a bridge across the Missouri River at Boonville, Missouri," is indebted to the Union Trust Company, of New York, or bearer, in the sum of one thousand dollars in gold coin of the United States, equivalent to two hundred and six pounds, eight shillings, four pence in British sterling money, or fifty-one hundred and sixty-two, $\frac{50}{100}$ francs in the money of France, which the said Company promises to pay to the bearer hereof, in the City of New York, on the first day of May, in the year one thousand nine hundred and six, with interest thereon at the rate of seven per cent. per annum, payable in like gold coin semi-annually, at its office or agency in the City of New York, on the first days of May and November in each year, upon the presentation and surrender of the coupons hereto attached, as they severally become due, as provided therein.

Seven per Cent. —
Gold — Principal
and Interest.Default continued
for Six Months.

And in case of default in the payment of any half yearly installment of interest which shall have become due and been demanded, and such default shall have continued six months after demand, or in case of default in the payment of any sum into the sinking fund, as hereinafter provided, the principal of this bond shall become due in the manner and with the

effect provided for in the trust deed or mortgage hereinafter mentioned.

This bond is one of a series of one thousand bonds numbered consecutively from 1 to one 1,000 both inclusive, each for the amount of one thousand dollars, amounting in the aggregate to one million dollars, all of which are of like tenor, date, and effect, and are equally secured by trust deed or mortgage, bearing even date herewith, duly executed and delivered by the said Company, and duly recorded in the proper offices in the State of Missouri, conveying to said Union Trust Company, of New York, in trust, the bridge of the said the BOONVILLE RAILROAD BRIDGE COMPANY, as the same is now, or may hereafter be constructed across the Missouri River, from a point in or near the City of Boonville, in the County of Cooper, in the State of Missouri, to a point in or near the town of Franklin, in the County of Howard, in said State, together with the approaches thereto on either side of said River, and all lands and real estate which said Company is or may become entitled to by reason of the construction of said bridge, with the appurtenances thereto belonging.

Series of 1000 Bonds.

Secured by Mortgage upon

Bridge.

Lands.

Appurtenances.

Also, the rents, issues, and profits of said bridge, so far as the same are not required to pay the necessary current expenses of keeping the said bridge in repair, and operating the same.

Rents, Issues and Profits.

And also, all and singular the rights, privileges, corporate property, and franchises of said Bridge Company, set forth in said trust deed or mortgage.

Franchises, etc.

This bond is entitled to the benefit of a sinking fund, as provided by said trust deed or mortgage, whereby the principal of said bond will be redeemed in thirty-three years from the date thereof. Bonds equal in amount to the accumulation of said sinking fund will be redeemed at their par value annually, commencing after three years from the date hereof. Notice of the numbers of the bonds so allotted for redemption will be published in two or more daily newspapers, published in the City of New York, for sixty days, at the expiration of which time interest thereon shall cease.

Sinking Fund.

Redemption of Bonds.

This bond is further secured by the guarantee of the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY indorsed hereon (to which Company the said bridge has been leased), of the payment of the principal and interest thereof, and of the sums payable into the sinking fund, and by the agreement of said Company to hold all the rents, tolls, receipts, profits

Guarantee of M. K. & T. Ry. Co., Lessee.

and emoluments of said bridge, not expended in the repair and operation thereof,* and to apply the same to the payment of such interest coupons and of the sums payable into said sinking fund.

Re-issue in Subdivision.

This bond may be surrendered and reissued in sums of \$500, \$100, or \$50 each, at the option of the holder.

Registration and Transfer.

This bond shall pass by delivery or by transfer, on the books of the Company, in the City of New York, and such other places in this country and in Europe as said Company may designate. After a registration of ownership, certified hereon by the Secretary of the Company or its transfer agent, no transfer, except on the books of the Company, shall be valid, unless the last transfer shall have been to bearer, the bond to be entitled to successive registrations and transfers to bearer, at the option of each holder.

Certification.

This bond is to be valid only when authenticated by a certificate of the Trustee indorsed hereon.

In Witness Whereof, the said the BOONVILLE RAILROAD BRIDGE COMPANY has caused its corporate seal to be hereto affixed, and these presents to be attested by its President and Secretary, this first day of May, one thousand and eight hundred and seventy-three.

_____, *President*.

_____, *Secretary*.

Mortgage to secure Bonds.

And Whereas, it has been agreed, upon the issue of the said bonds, that the payment of the principal and interest thereof shall be secured in the manner hereinafter expressed, and that this mortgage should, for that purpose, be made to the party hereto of the second part, for the benefit of, and in trust for, the various persons or corporations who shall, at any time be or become holders of the said bonds; and also, so far as necessary, for the benefit of, and in trust for, any persons or corporations who shall become purchasers of the said bridge under the powers hereinafter contained.

This Indenture conveys.

Now, therefore, this Indenture Witnesseth, that the said party hereto of the first part, in consideration of the premises and of one dollar lawful money of the United States to it duly paid by the party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, set over, conveyed, and confirmed,

and, by these presents, doth grant, bargain, sell, assign, transfer, set over, convey, and confirm unto the said party of the second part, its lawful successor or successors, in the trust hereby created, or assigns, all and singular, the said bridge over the Missouri River, from a point in or near the City of Boonville, in the County of Cooper, in the State of Missouri, to a point in or near the town of Franklin, in the County of Howard, in said State, which the said party of the first part is authorized to construct and maintain, as hereinbefore recited, and the approaches thereto, and the appurtenances belonging thereto, including all parts and portions of the said bridge now constructed or hereafter to be constructed, and the lines and tracks required to perfect the said bridge, its approaches and appurtenances, including in this conveyance, as well the lines and tracks now constructed [as those which may hereafter be constructed].

Bridge from Boonville to Franklin over Missouri River.

Appurtenances.

And also, all lands, estates, structures, and rights of way for the said bridge, approaches, and appurtenances, as well those now held by the party of the first part as those to be hereafter acquired by it.

Lands.

And all tolls, rents, emoluments, and income, and all the corporate rights, powers, franchises, and privileges of the party of the first part, of, in, or to the said bridge, approaches, or appurtenances, or touching, concerning, or appertaining to the construction, maintenance, operation, use, or occupation thereof.

Tolls, etc.

Franchises.

To Have and to Hold, all the said premises unto the said party of the second part, its successor or successors and assigns, in trust, and for the uses and purposes hereinafter expressed and declared, of and concerning the same; that is to say: —

To Have and to Hold.

Trusts Declared.

ARTICLE FIRST. — **No One of the said Bonds** shall be deemed issued or be valid or secured by this mortgage, unless it bears a certificate signed by the party of the second part, its successor or successors in this trust, to the effect following, viz.: “The within bond is one of one thousand bonds, numbered from 1 to 1,000 inclusive, issued by the BOONVILLE RAILROAD BRIDGE COMPANY, and is secured by the within mentioned mortgage, executed by said Company to the undersigned Trustee.”

Trustee's Certificate.

ARTICLE SECOND. — **For the Purpose of Providing a Sinking Fund** for the redemption of the bonds secured hereby, it

Sinking Fund.

is understood and agreed by and between the parties hereto, that the party of the first part shall pay or cause to be paid to the party of the second part, its successor or successors in this trust, on the first day of May, one thousand eight hundred and seventy-six, a sum equal to one per cent. in gold coin aforesaid, of the aggregate principal of the bonds aforesaid, and shall also pay to the party of the second part, its successor or successors as aforesaid, on or before the first day of May in every year thereafter, in addition thereto, a like sum and interest in gold coin, upon all payments theretofore made into said sinking fund, at the rate of seven per cent. per annum.

Redemption of
Bonds.

ARTICLE THIRD. — **Immediately after the Payment into the Sinking Fund** of any sum of money hereby required to be paid, the party of the second part, its successor or successors in this trust, shall designate by lot a number of bonds sufficient to equal, as near as may be, the accumulations of said fund, for redemption at the par value thereof, which allotment shall be made in the office of the party of the first part, in the City of New York, in the presence of the Secretary or Treasurer of the party of the first part, and thereupon a notice shall be published in two or more newspapers in the City of New York, for sixty days, stating the number of the bonds so allotted for redemption, and, at the expiration of such time, interest on said bonds shall cease.

Reissue in Subdivi-
sions.

ARTICLE FOURTH. — **The said Party of the First Part** shall have the right, at its option, to issue, or exchange and re-issue either or any of the bonds hereby secured, in subdivisions of fifty, one hundred or five hundred dollars each, in such form as shall be approved by said party of the second part, such subdivision bonds to be authenticated by certificates indorsed thereon, duly signed by the said party of the second part, and each of them to bear the number of the bond to which it shall belong, and in addition thereto a letter of the alphabet, commencing with the letter A, for the first subdivision of every bond so subdivided, and, so on in consecutive order of the letters of the alphabet, for the remaining subdivisions of every such bond. And any holder of a bond for one thousand dollars, issued under and by virtue of this trust deed or mortgage, may, at his option, surrender the same for re-issue, and the same may be re-issued in subdivisions of \$500, \$100, of \$50 each, authenticated as above provided.

ARTICLE FIFTH. — The Party of the First Part doth hereby Register of Bonds. further covenant and agree to and with the party of the second part, and its successor or successors in this trust, that the party of the first part shall at all times hereafter keep at his office, in the City of New York, or in Europe, as it may hereafter appoint, a book or books, which shall be respectively designated as “The Register of Bonds issued by the Boonville Railroad Bridge Company;” and that any holder of any of the bonds issued under the provisions of this indenture may there register his bonds upon presenting the same; and that when a bond is so registered in the name of any person, such person shall be deemed and regarded as the owner of such bond; and that all payments of either principal or interest thereon, shall thereafter be made to him or to his order only; and that such payments to him, or his order, shall be valid payments of such principal or interest, and a discharge to the party of the first part to the extent of the sums so paid. And also that such registry may be changed, upon presentation of Change of Registry. the bond, with the written order of the person in whose name it is so registered, properly authenticated, to the name of such person as may by the said written order be designated for the purpose, and he shall thereafter be deemed and regarded as the owner of the bond and its interest coupons, under the same circumstances and conditions, and with the same rights as the prior owner, including the right to change the registration in manner aforesaid, and so, from time to time, as the owner for the time being may desire; and that the registered holder may also have the right to register the bond as payable to bearer: in which case the bonds and interest coupons shall be payable to bearer. [And any holder of a bond so registered as payable to bearer] may again cause it to be registered in his name, with the same effect as the first registration, and successive registrations may in the same manner be made, from time to time as may be desired; and also, that the holder of any of said bonds may, at this option, surrender the coupons attached thereto to be cancelled, in which case interest thereon will thereafter be payable to him, or his order, only.

ARTICLE SIXTH. — All Moneys, the Proceeds of the Sale Proceeds of Sales of Bonds. **of the Bonds,** issued by the party of the first part as aforesaid, shall be received by the party of the second part, its

successor or successors in this trust, and shall be expended in the construction of the said bridge, its approaches, tracks, lines, structures, and appurtenances, under the direction of the chief engineer, employed by the party of the first part, and shall be paid over upon the certificate of said engineer and the President of the party of the first part.

Insurance of Bridge.

ARTICLE SEVENTH. — The said Party of the First Part shall Insure the said bridge, structures, and appurtenances, or cause the same to be insured, from time to time, by and with the advice of the party of the second part, its successor or successors, in such sum and upon such terms as shall be agreed upon; and will deposit the policy or policies of insurance with the party of the second part, and produce the receipts for the payment of the premiums. And in default of such insurance being so effected, the said party of the second part, its successor or successors, shall effect such insurance, and the said party of the first part, shall re-imburse, or cause the said party of the second part, its successor or successors, to be re-imbursed for the premium or premiums paid therefor; or the said party of the second part may retain said sum out of any moneys which may come into their hands.

Proceeds of Insurance.

ARTICLE EIGHTH. — Any Sum or Sums of Money paid to, or received by, either of the parties to these presents, for any loss, damage or injury to said bridge, its structures, or appurtenances, shall be held in trust for, and applied to the repair or reconstruction of said bridge, structures, or appurtenances, without delay.

Guaranty of Interest by M. K. & T. Ry. Co.

ARTICLE NINTH. — Whereas, the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY has guaranteed the payment of the interest coupons upon the bonds aforesaid, and the payment of the several sums to be paid into the sinking fund as aforesaid, and has covenanted to pay the said interest coupons and the said several sums into said sinking fund as they severally become due, and the principal of said bonds at maturity; **and whereas,** the party hereto of the first part has, by an indenture, bearing even date herewith, leased the said bridge to the said the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY at an annual rent, equal to the annual interest upon said bonds, and the annual payments, so to be made into the said sinking fund; **Now,** in case the said MISSOURI, KANSAS AND TEXAS RAILWAY

Lease of Bridge to M. K. & T. Ry. Co.

COMPANY, should at any time fail to pay the said interest coupons, as they severally become due, or should fail to pay any sum herein provided to be paid annually into said sinking fund, and in case, upon the default of the said MISSOURI, Default.

KANSAS AND TEXAS RAILWAY COMPANY to make such payments, the party hereto of the first part should, at any time fail to pay the said interest coupons as they severally become due, and to pay the said several annual sums into said sinking fund, the said party of the second part, its successor or successors, shall, so long as any of the said bonds shall be outstanding or unpaid, have the right to enter upon the premises hereby conveyed, and fix the tolls to be levied upon all property and passengers to be transported over, or which shall use or have the benefit of the said bridge, its structures or appurtenances, and to receive the same, and for that purpose to appoint suitable agencies for the collection thereof, and the rates so fixed, may be changed, from time to time, so as to produce a sufficient revenue to maintain the said bridge, its structures, and appurtenances in good order and repair, and to pay the said interest coupons and said annual sums into said sinking fund.

Trustee may enter
into Possession.

Provided Nevertheless, that if the said party of the second part, its successor or successors, shall deem best, after such entry as aforesaid, it shall be lawful for it or them to demise or let the said bridge, its structures, and appurtenances at such rent, and generally upon such terms and provisions as shall seem best, and the net rents, revenue, or income to be derived from such demise, shall be applied in the same manner as is provided in Article Seventh, for the tolls and income therein mentioned.

Trustee may demise
or let Bridge.

ARTICLE TENTH. — If any such Default shall be committed by the said MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, or by the said party of the first part, as in the preceding article mentioned, the party of the second part, its successor or successors, are hereby authorized and required, upon the request of the holders of one-tenth of such part of the said bonds as shall then be unpaid, with or without entry, as they may deem best, to cause the said bridge and all other, the property, real and personal, matters and things hereinbefore expressed to be conveyed, to be sold by public auction, in the City of New York, giving twelve week's notice of the time,

Power of Sale.

Proceeds of Sale,
how applied.

Trustee may bid at
Sale.

Receipt of Trustee
to protect Purchaser.

Trustee's Agents and
Attorneys.

Resignation, etc., of
Trustee.

place, and terms of sale, twice in each week, in at least two newspapers, published in the City of New York and the City of St. Louis, in the State of Missouri, and upon such sale to execute to the purchaser or purchasers, deeds, releases, transfers, and conveyances of the property, estates, rights, and securities thus sold, which shall be a perpetual bar, both in law and equity, against the party of the first part, its successors and assigns, and all persons claiming by, through, or under them, of all right, title, interest, or claim in or to said bridge, premises, and property, and every part and parcel thereof. And to apply the proceeds of such sale, together with all moneys in their hands, which shall be received under and by virtue of these presents, after deducting all outlays, disbursements, commissions, and expenses incurred in the execution of the trusts or powers hereby created, rateably in payment of the principal and interest of the said bonds then unpaid, whether the same shall have become due or not, and shall pay over the surplus, if any, to the party of the first part. And in case of such sale, the party of the second part, its successor or successors, may bid for and purchase the said bridge, property, real, and personal, or any part thereof, in behalf of the holders of said bonds.

ARTICLE ELEVENTH. — No Purchaser on any such Sale shall be bound to inquire whether any such notices as are mentioned in the preceding article have been given, or be affected by any notice that may have not been given, but the receipt, or receipts and conveyance by the party of the second part, its successor or successors, shall, notwithstanding the want of such notice, be an effectual discharge to the purchaser or purchasers, who shall not be bound to see to the application of the purchase-money.

ARTICLE TWELFTH. — The said Party of the Second Part, its successor or successors, may employ such attorneys, counsel, or other agents as may be necessary in the execution of the trusts hereby created, and shall be entitled to just compensation for all services rendered in the execution of this trust, and to be reimbursed for all necessary expenditures in and about the same.

ARTICLE THIRTEEN. — In Case of the Resignation, removal, insolvency, incapacity, or inability, for any reason, of the said party of the second part, to act in execution of the trust hereby

created, then the holders of one-tenth of such part of said bonds as shall then be unpaid may select and designate, in writing, one or more competent persons, or another corporation, competent to act, as trustees or trustee, to execute said trust, and the person, persons, or corporation so selected and designated shall be clothed with all the rights and powers hereby conferred upon the party of the second part, and all necessary conveyances and assurances shall be made to vest in the new trustee or trustees, all the property hereby mortgaged and conveyed in trust.

ARTICLE FOURTEENTH. — **The Party of the First Part** shall, Covenant for further Assurance. from time to time, and at all times hereafter, and as often as thereunto requested by the party of the second part, its successor or successors, execute, acknowledge, and deliver all such further deeds, conveyances and assurances in the law for the better assuring unto the party of the second part, its successor or successors in the trust hereby created, upon the trusts herein expressed, the bridge, approaches, structures, real and personal property and appurtenances hereinbefore conveyed or intended so to be, and all other property and things whatsoever, which may be hereafter acquired for use in connection with the same or any part thereof, and all franchises now held, including the franchise to be a corporation, as by the party of the second part, its successor or successors, or by their counsel learned in the law, shall be reasonably advised, devised, or required.

Provided, however, and this mortgage and conveyance is upon the express condition that until some default shall be made in the performance or the observance of the conditions, obligations, or requirements herein contained, the said party of the first part, its lessee or lessees, shall be permitted to possess, manage, use, operate, and enjoy the said bridge, structures, and property, real and personal, hereby conveyed; and that upon the payment in full of said bonds, and the interest due thereon at the times and in the manner aforesaid, the transfer, conveyance, and assignment hereby made of the said bridge, with all its appurtenances, and all other the premises hereinbefore expressed to be conveyed, shall be void, and all the estate, real and personal, rights and property hereby conveyed to the party of the second part, its successor or successors, shall revert to and revest in the party of the first part, Possession to remain with Bridge Company, its Lessee, etc., until, etc. Defeasance.

without any acknowledgment of satisfaction, or reconveyance, re-entry, or any act whatsoever.

In Witness Whereof, the party of the first part has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary; and the said party of the second part, to signify its acceptance of the trust hereby created, has also caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary, the day and year first above written.



FRANCIS S. KIDDY [SKIDDY], *President*.

J. H. FAIRBANKS, *Secretary*.



THE UNION TRUST COMPANY OF NEW YORK,

G. G. WILLIAMS, *President, pro tem*.

C. T. CARLTON, *Secretary*.

Notarial Certificate
of Acknowledgment.

STATE, CITY AND COUNTY } ss.
OF NEW YORK,

Be it remembered that on this 17th day of May, A. D., 1873, before me, Charles Nettleton, a Commissioner of the State of Missouri for the State of New York, residing in said City of New York, personally appeared Francis S. Kiddy [Skiddy], the President of the BOONVILLE RAILROAD BRIDGE COMPANY, to me personally known to be such, who being by me duly sworn, did depose and say that he resided in said City of New York, that he was the President of the said Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that he signed his name thereto by the like order as the President of said Company; and at the same time and place before me, also personally appeared J. H. Fairbanks, the Secretary of the same Company, to me personally known to be such, and being by me duly sworn, did depose and say that he resided in said City of New York; that he was the Secretary of the said Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument was such corporate

seal of said Company; that it was so affixed thereto by order of the Board of Directors of said Company, and that he signed his name thereto by the like order as the Secretary of said Company, and they also each acknowledged to me that they had executed the foregoing instrument for the purposes therein mentioned, and that the same was their own act and deed and the act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.



CHARLES NETTLETON,
Commissioner of Missouri in New York.

STATE, CITY AND COUNTY, }
OF NEW YORK. }

Be it remembered, that on this 17th day of May, 1873, before me, Charles Nettleton, a Commissioner of the State of Missouri for the State of New York, personally appeared George G. Williams, the President *pro tem.* of the UNION TRUST COMPANY of New York *Company*, to be personally known to be such, who being by me duly sworn, did depose and say, that he resided in said City of New York, that he was the President *pro tem.* of the said Company, that he knows the corporate seal of said Company, that the seal affixed to the foregoing instrument is such corporate seal, that it was so affixed thereto by order of the Board of Directors of said Company, and that he signed his name thereto by the like order as the President *pro tem.* of said Company, and at the same time and place, before me, also personally appeared, C. T. Carlton, the Secretary of the same Company, to me personally known to be such who, being by me duly sworn did depose and say that he resided in the City of Brooklyn in the State of New York. That he was the Secretary of the said Company, that he knows the corporate seal of said Company, that the seal affixed to the foregoing instrument, was such corporate seal, that it was so affixed thereto by order of the Board of Directors of said Company, and that he signed his name thereto by the like order, as the Secretary of said Company, and they also each acknowledged to me that they had executed the foregoing instrument for the uses and purposes therein mentioned, and that

Notarial Certificate
of Acknowledgment.

the same was their own act and deed and the act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.



CHARLES NETTLETON,
Commissioner for Missouri, in New York.

[The original of the foregoing instrument was filed for record in the office of the Recorder of Deeds for Cooper County, Missouri, on the 26th day of June, 1873, and is recorded in said office in "Mortgage Book C," on page 519 and following. The foregoing is an accurate copy of the instrument as there recorded.]

Chas. E. Mortgage included

error of be T.

ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY.

FIRST MORTGAGE,

OCTOBER 1, 1880.

THIS INDENTURE, made this first day of October, in the Parties. year of our Lord eighteen hundred and eighty, between the ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY, incorporated under and by virtue of the laws of the State of Kansas, of the first part, and the UNION TRUST COMPANY, of New York, of the second part,

Witnesseth, Whereas, in pursuance of the power and authority in it duly vested, the said ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY has resolved to issue and negotiate a series of six thousand seven hundred and fifty bonds, of one thousand dollars each, numbered from one to six thousand seven hundred and fifty inclusive, and amounting in the aggregate to six million, seven hundred and fifty thousand (\$6,750,000) dollars, which said bonds are to be equally secured by these presents, and are to be of like tenor, and in the following form: — Resolution to issue 6,750 Bonds of \$1000 each.

UNITED STATES OF AMERICA,

STATE OF KANSAS.

First Mortgage Bond.

ST. LOUIS, FORT SCOTT AND WICHITA RAILROAD
COMPANY.

Know all Men by these Presents that the ST. LOUIS, FORT SCOTT AND WICHITA RAILROAD COMPANY, a corporation duly created and existing under and by virtue of the laws of the State of Kansas, is indebted and promises to pay to bearer on the first day of October, A. D., 1910, at its office, or agency in the City of New York, the sum of one thousand dollars, with interest from date at the rate of seven per centum per annum, payable semi-annually in each year, upon presentation Seven per cent. — Gold — Principal and Interest.

Default.

and surrender of the proper annexed coupons as they become due. The principal and interest of this bond to be paid in gold coin of the present weight and fineness, as fixed by the laws of the United States now in force, without diminution on account of any income tax that may hereafter be levied or provided for under any law of the United States. And in case of non-payment of any half-yearly instalment of interest, which shall have become due and shall have been demanded, if such default shall continue for six months after maturity of said instalment, the principal of said bonds shall become due, in the manner, and with the effect provided in the deed of trust or mortgage hereinafter mentioned.

Series of 6,750 Bonds

This bond is one of a series of six thousand seven hundred and fifty bonds, numbered from one to six thousand seven hundred and fifty inclusive, and amounting in the aggregate to six million, seven hundred and fifty thousand dollars, all bearing date the 1st day of October, 1880, and all of like tenor, and the payment of all of which bonds, with the interest, is

Secured by Mortgage to Union Trust Co., Trustee.

secured by a deed of trust, or mortgage, dated the first day of October, 1880, made by said ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY to the Union Trust Company, of New York, Trustee, and conveying the ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD and the equipments and appurtenances, and chattels as therein described.

Registration and Transfer.

This bond shall pass by delivery or by transfer on the books of the Company. After a registration of ownership certified hereon by the Secretary of the Company, or duly appointed transfer agency in the City of New York, no transfer except on the books of the Company shall be valid, unless the last transfer be to bearer, which shall restore transferability, but this bond shall continue subject to successive registrations and transfers to bearer, as aforesaid, at the option of the holder.

Certification by Trustee.

This bond shall not become obligatory until it shall have been authenticated by a certificate, indorsed hereon and duly signed by the Trustee.

In Witness Whereof, the said Company have caused their corporate seal to be hereto affixed and the same to be attested by the signature of the President and Secretary, and have also caused the engraved signature of the Secretary to be affixed to the coupon hereto annexed on the 1st day of October, 1880.

_____, *President.*

_____, *Secretary.*

COUPON.

\$35

No. _____

On the first day of April, A. D., 1881, THE ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY, promise to pay to the bearer hereof, thirty-five dollars, gold coin, at its agency or office, in the City of New-York, being six months' interest due that day on bond, Number _____.

Form of Coupon.

_____, *Secretary.*

TRUSTEE'S CERTIFICATE.

THE UNION TRUST COMPANY OF NEW YORK, hereby certify that this bond is one of a series of six thousand seven hundred and fifty bonds referred to in the within deed of trust.

Trustee's Certificate.

UNION TRUST COMPANY OF NEW YORK, *Trustee.*By _____, *President.*

Now, this Indenture Witnesseth, that for and in consideration of the premises and the sum of one dollar to it duly paid by the party of the second part, and in order to secure the payment of the principal and interest of the said bonds according to the tenor thereof, and the coupons thereto annexed, the said ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY, the party of the first part hereto, has granted, bargained and sold, and by these presents doth grant, bargain, sell, and convey and transfer unto the party of the second part, and to its successor as continuing Trustee, and assigns, all and singular the railroad of the party of the first part, which the party of the first part is by law authorized to construct from the eastern boundary of the State of Kansas, as near as practicable east of the City of Fort Scott, Kansas, thence in a westerly direction through the Counties of Bourbon, Allen, Woodson, Greenwood, Butler, Sedgwick, Kingman, Harper, Barbour, Comanche, Harvey, Marion, McPherson, Rice, Ellsworth; forming a conjunction with the Kansas Pacific Railroad in Ellsworth County, as the same is or hereafter shall be constructed, including all the railroads, rights of way, depot grounds and other lands, all tracks, bridges, viaducts, culverts, fences, and other structures, all depots, station houses, engine houses, freight houses, wood houses, and other buildings, and all machine shops, and other shops, and all real and personal property, held or acquired, or hereafter held or acquired by said Company, its successors or assigns, for use in connection

This Indenture conveys

Road East and West of Ft. Scott to Kansas Pacific R. R. in Ellsworth Co.

Buildings, etc.

Rolling Stock. with said railroad, or the business thereof, and including also locomotives, tenders, cars, and other rolling-stock or equipments, and all machinery, tools, implements, fuel, and material for constructing, operating, repairing and replacing the said railroad or any part thereof, or any of its equipments or appurtenances, and all machinery of all kinds, and all and singular all the other personal property of any nature, kind or description whatever belonging to said Company, and also all

Franchises. franchises connected with or relating to the said railroad, or to the constructing and maintenance or use of said railroad, and all the property, franchises, rights and things of whatsoever name or nature now held or hereafter to be acquired by said party of the first part or its successors or assigns. Together

Appurtenances. with all and singular, the tenements, hereditaments and appurtenances to the said railroad, lands, and the aforesaid premises or either thereof belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, tolls,

Incomes. incomes, rents, issues and profits thereof, and also all the estate, right and title, interest, property, possession, claims and demands whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same and any and every part thereof, with the appurtenances,

To have and to hold. **To Have and to Hold** the above mentioned and described railroad, real estate, personal property, and premises, with the appurtenances, unto the party of the second part, and to its successors as continuing Trustee, and assigns,

In Trust, nevertheless, for the purposes herein expressed, to wit: —

Possession to remain with Railroad Company. **ARTICLE 1. — Until Default shall be made** in payment of the principal or interest of said bonds, or some of them, or until default shall be made in respect to something herein required to be done or kept by the party of the first part, the said railroad company shall be suffered and permitted to possess, manage, operate, and enjoy the said railroad, with its equipments and appurtenances, and to take and use the rents and profits, incomes, tolls, and issues thereof, in the same manner and with the same effect as if this deed of trust or mortgage had not been made.

Default continued for Six Months.

ARTICLE 2. — In Case Default be made in any of the payments or conditions herein mentioned, and such default shall remain for six months, then and in that event the said party of the second part may declare all the bonds, with attached

coupons herein secured, due and payable, and this mortgage Mortgage foreclosed. may be foreclosed according to law.

ARTICLE 3.—At any Sale of the aforesaid Property, Purchase by Trustee or any part thereof, whether made by virtue of the for Bondholders. powers herein granted, or by judicial authority, the Trustee shall bid for and purchase, or cause to be bid for and purchased, the property so sold, or any part thereof, in behalf of all the holders of the bonds secured by this instrument and then outstanding, in the proportion of the respective interests of such bondholders, at a reasonable price, if but a portion of said property shall be sold; or if all of it be sold, at a price not exceeding the whole amount of such bonds outstanding, with the interest accrued thereon, and the cost and expenses of foreclosure.

ARTICLE 4.—In Case Default shall be made in the Default continued payment of any half year's interest, on any of the afore- for Six Months. said bonds, at the time and in the manner in the coupon issued therewith provided, the said coupons having been presented, and the payment of the interest thereon specified having been demanded, and that such default shall continue for the period of the six months after the said coupons shall have become due, then in such case the principal of all the bonds secured hereby shall, at the election of the Trustee, become immediately due and payable, anything contained in the said bonds or herein to the contrary notwithstanding. But a majority in interest of the holders of said bonds may in writing under their hands, instruct the Trustee to declare the said principal to be due, or to waive the right so to declare, on such terms and conditions as such majority shall deem proper, or may annul or reverse the election of the Trustee, provided that no action of the Trustee or bondholders shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom. Principal may become due at once.

ARTICLE 5.—The said ST. LOUIS, FORT SCOTT AND WICHITA RAILROAD COMPANY shall from time to time, and Covenant for further Assurance. at all times hereafter, and so often as thereto requested by the Trustee, execute, acknowledge, and deliver all such further deeds, conveyances, and assurances in the law (for the better assuring unto the Trustee and its successors in the Trust hereby created, upon the trusts herein expressed, the railroad, equipments, and appurtenances hereinbefore men-

tioned, or intended so to be, and all other property and things whatsoever which may hereafter be acquired for use in connection with the same, or any part thereof, and all franchises now held or hereafter acquired, including the franchise to be a corporation) as by the Trustee or its successors or by its counsel learned in the law shall be reasonably advised, devised, or required.

Disused Property
may be sold.

ARTICLE 6. — **The Trustee shall have Full Power**, in its discretion, and upon the written request of the ST. LOUIS, FORT SCOTT AND WICHITA RAILROAD COMPANY, its successors or assigns, to convey by way of release or otherwise, to the persons designated by the said Company, the whole or any part of the land acquired or held for the purpose of stations, depots, shops, or other buildings, or the uses connected therewith, and shall also have power to convey as aforesaid, on like request, any lands or property which in the judgment of the Trustee shall not be necessary for use in connection with the ST. LOUIS, FORT SCOTT AND WICHITA RAILROAD COMPANY, or which may have been held for a supply of fuel, gravel, or other material, and also to convey as aforesaid any lands which may become disused by reason of a change of the location of any station-house, depot, shop, or other buildings connected with the said railroad, and such lands occupied by the track and adjacent to such station-house, depot, shops, or other buildings, as the said Company may deem it expedient to disuse or abandon by reason of such change, and to consent to such changes and any other such changes in the location of the track as in their judgment shall have become expedient, and to make and deliver the conveyances necessary to carry the same into effect; but any lands that may be acquired for permanent use in substitution for any so released shall be conveyed to the Trustee upon the trusts of these presents. And the Trustee shall also have full power to allow the said Company from time to time to dispose of, according to their discretion, such portions of the equipments, machinery, and implements at any time held or acquired for the use of the said Railroad Company, as may have become unfit for such use, replacing the same by new, which shall be conveyed to the Trustee or be otherwise made subject to the operations of these presents.

Substitutes conveyed
to Trustee.

Default continued
for Six Months.

ARTICLE 7. — **It is hereby Declared and Agreed** that if default shall be made and continue for six months after

maturity in the payment of the said sums of money above mentioned, or the interest that may grow due thereon, or of any part thereof, as stipulated in said bonds; then, and from thenceforth, it shall be lawful for the said party of the second part, its successor and assigns, to enter into and upon all and singular the premises hereby granted or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part, its successors or assigns therein, at public auction, according to law, and, as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds and conveyances in the law for the same, and out of the money arising from such sale to retain the principal and interest which shall then be due, together with the costs and charges of sale of the said premises, rendering the overplus of the purchase-money (if any there shall be) unto the said party of the first part, its successors or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said party of the first part and assigns and all other persons claiming or to claim the premises or any part thereof, by, from, or under them, or to take appropriate legal proceedings to enforce the rights of the bondholders under these presents upon the requisition in writing, as hereinafter specified, as applicable to the several cases of default, in the manner and subject to the qualifications hereinafter provided, as follows: —

First. — If the Default be as to Interest or Principal of any of the said bonds, such requisition upon the said Trustee shall be by holders of not less than three million, five hundred thousand dollars in aggregate amount of said bonds, and upon such requisition, it shall be the duty of the Trustee to enforce the rights of the bondholders under these presents, by entry, sale or legal proceedings, as they, being advised by counsel learned in the law, shall deem most expedient for the interest of all the holders of said bonds.

Second. — If the Default be in the Omission of any Act or thing required by these presents, for the further assuring the title of the Trustee to any property or franchise now possessed or hereafter acquired, or in the omission to comply

Entry by Trustee.

Power of Sale.

Trustee's Deed.

Surplus.

Requisition upon Trustee by Bondholders upon Default as to Interest.

Other Defaults and Requisitions by Bondholders.

with any provisions of these presents to be observed, performed or kept by the said Company, its successors or assigns, then, and in either of such cases, the Trustee may enforce in its own discretion, and upon the requisition as aforesaid of a majority of the holders of the bonds secured by these presents, it shall be its duty to enforce, the rights of the bondholders by reason of such default, subject to the powers hereby declared of a majority in interest of the holders of said bonds, by requisition in writing under their hands, to instruct the said Trustee to waive such default or to enforce the rights of the bondholder by reason thereof. Provided: That no action of the said Trustee or bondholders, or both, in waiving such default or otherwise, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom.

Defeasance.

ARTICLE 8. — **If** the said ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY, its successors or assigns, shall well and truly pay the sum of money hereby required to be paid by the said Company and all interest thereon, at the time and in the manner herein specified, and shall well and truly keep and perform all the things herein required to be kept or performed by the said Company, according to the true intent and meaning of these presents, then, and in that case, the estate, right, title and interest of the said party of the second part and its successors in the trust hereby created, shall cease, determine and become void; otherwise the same shall be and remain in full force and virtue.

"Trustee" defined.

ARTICLE 9. — **It is Mutually Agreed** by and between the parties hereto that the word "Trustee," as used in these presents, shall be construed to mean the Trustee for the time being, and that the said Trustee shall be entitled to just compensation for services which it may hereafter render in its trust, to be paid by the said Company. That the said Trustee

Resignation of Trustee.

or any successor, may resign or discharge itself or himself of the trust created by these presents, by notice in writing to the ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY, three months before such registration shall take effect, or such shorter time as they accept as adequate notice, and upon due execution of the conveyance hereinafter required. That in case at any time hereafter the said Trustee or any Trustee hereafter appointed shall resign, as herein provided for, or shall become incapable or unfit to act in such trust, a successor to such

Trustee shall be appointed by the holders, for the time being, of a majority in interest of said bonds then outstanding, and the Trustee so appointed shall thereupon become vested with all the powers, authorities and estates granted to or conferred upon the party of the second part by these presents, and all the rights and interest requisite to enable it or him to execute the purpose of this trust, without any further assurance or conveyance, so far as such effect may be lawful; and the said Trustee so resigning, shall, on the written request of the new Trustee who may be appointed, immediately execute a deed or deeds of conveyance to vest in such new Trustee, and upon the trusts herein expressed, all the property, rights or franchises which may be at that time held upon the said trusts: Provided, nevertheless, and it is hereby declared and agreed, that in case it shall at any time hereafter prove impracticable after reasonable exertion to appoint in the manner hereinbefore provided, in the event that the trust shall become vacant, application in behalf of all the holders of the bonds secured hereby, may be made by holders of the said bonds, to the aggregate amount of three million, five hundred thousand dollars, to any Circuit Court of the United States for any judicial district in which any part of the aforesaid railroad may be situated, or any other court of competent jurisdiction, for the appointment of a new Trustee or Trustees.

In Witness Whereof, the said party of the first part has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary, and the said party of the second part has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary, to testify its acceptance of the trust hereby created, the day and year first above written.

ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY.



By FRANCIS TIERNAN, *President*.

And by IRA D. BRONSON, *Secretary*.



UNION TRUST COMPANY OF NEW YORK.

By EDWARD KING, *President*.

Attest:

A. O. RONALDSON, *Secretary*.

UNITED STATES OF AMERICA, }
 STATE OF NEW YORK, } ss.
 CITY AND COUNTY OF NEW YORK. }

Commissioner's Certificate of Acknowledgment.

Be it remembered that on this second day of October, in the year of our Lord, one thousand eight hundred and eighty, in said City, County and State, before me, the undersigned, a Commissioner of the State of Kansas, duly commissioned and sworn, and authorized to take oaths and affidavits, dwelling in said City, personally appeared Francis Tiernan and Ira D. Bronson, to me personally known, and known by me to be the real and same persons described in, and who executed the foregoing instrument, and whose names are subscribed thereto as having executed the same. And the said Francis Tiernan, being by me duly sworn, did depose and say that he resides in Fort Scott, Kansas; that at the time of the date of the foregoing instrument he was, and still is, the President of the said ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of the said Company; that the same was so affixed by authority and order of the Board of Directors of said Company, and that he, as President, and the said Ira D. Bronson, as Secretary, signed their respective names thereto, and executed the same on behalf of said Company, by like authority and order; that the said Ira D. Bronson, at the time of the date of said instrument, was and now is the Secretary of said Company; and the said Francis Tiernan and the said Ira D. Bronson severally acknowledged to me that they have executed the said instrument, and signed, sealed, and delivered the same, as the free and voluntary act of the said ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD COMPANY, for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal as such Commissioner aforesaid, at the City, County, and State aforesaid, the second day of October, in the year 1880.



CHARLES NETTLETON,
Commissioner for Kansas in New York.

STATE OF NEW YORK, }
 CITY AND COUNTY OF NEW YORK. } ss.

Commissioner's Certificate of Acknowledgment.

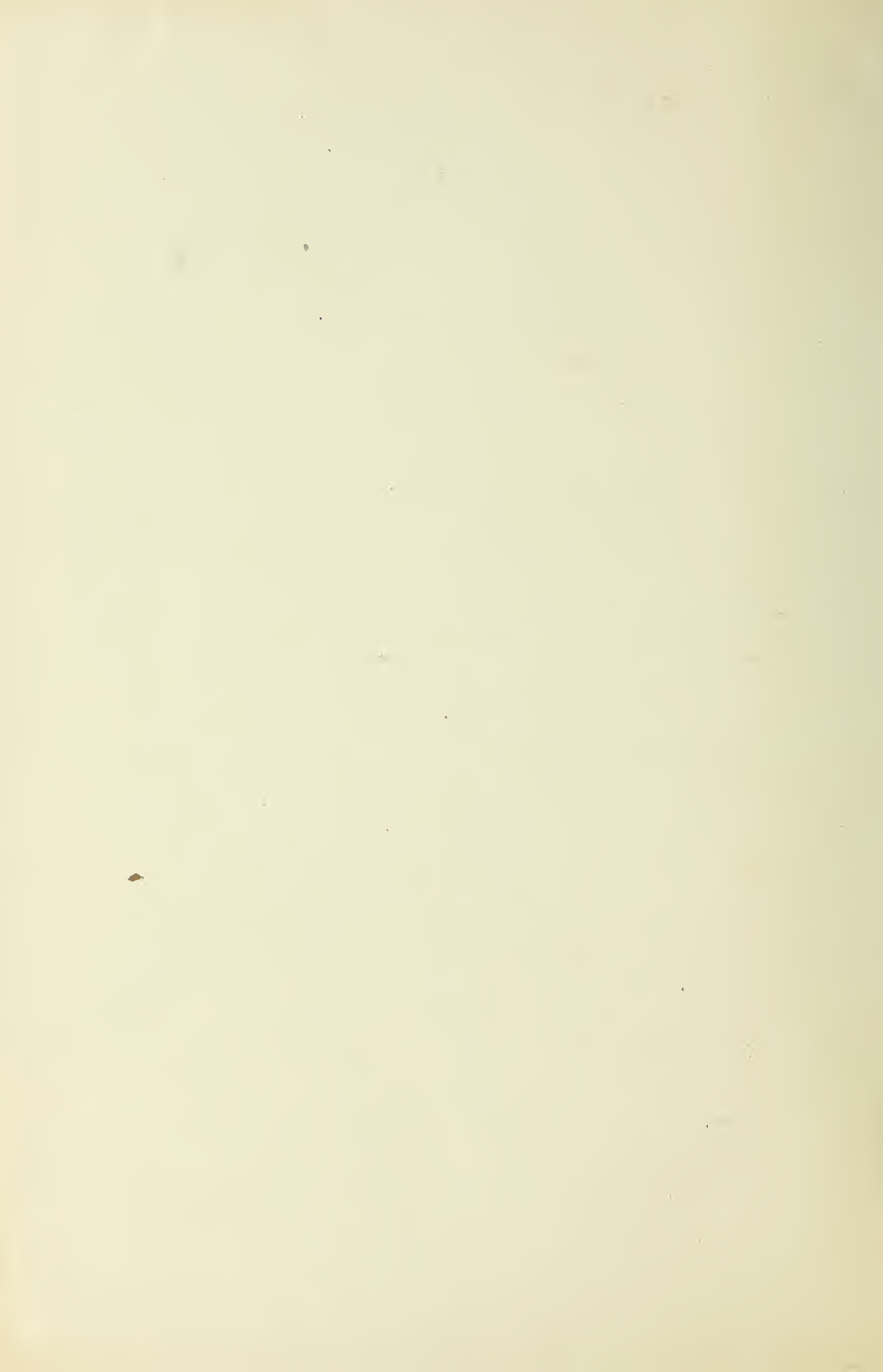
I, Charles Nettleton, a Commissioner duly appointed by the Governor of the State of Kansas to take the acknowledgment

and proof of deeds and other instruments to be recorded in said State of Kansas, do hereby certify that Edward King, as President, and A. O. Ronaldson as Secretary, who are personally known to me to be such officers, and to be the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, as the President and Secretary of the UNION TRUST COMPANY OF NEW YORK, they signed, sealed and delivered the foregoing instrument, with the corporate seal of the said UNION TRUST COMPANY OF NEW YORK thereto affixed, as the free and voluntary act and deed of the said Union Trust Company, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand
and affixed my official seal this second day of
October, A. D., 1880.



CHARLES NETTLETON,
Commissioner for Kansas in New York,
117 Broadway, N. Y. City.





UNIVERSITY OF ILLINOIS-URBANA



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